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COVID-19 & ITS IMPACT ON FOOTBALL



A SPORTS LAW AND POLICY CENTRE
&
LAWINSPORT
JOINT SURVEY

EDITED BY
MICHELE COLUCCI, ALESSANDRO CONI,
SEAN COTTRELL AND RUSTAM SETHNA



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Edited by

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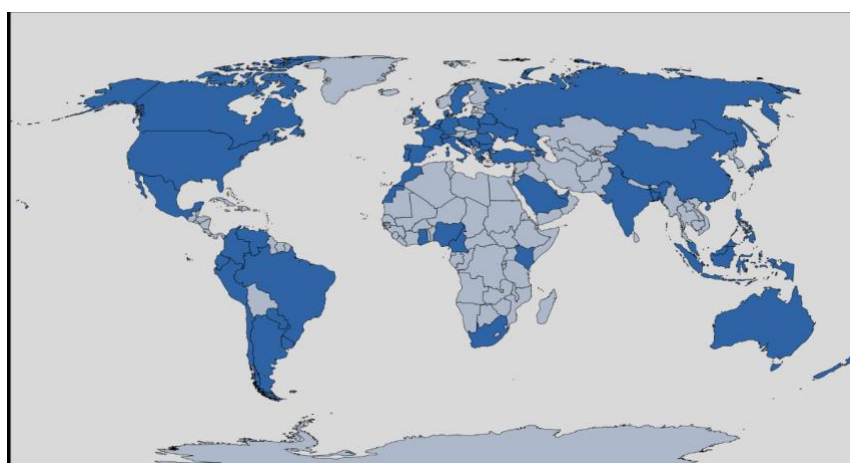
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Foreword

This independent and open-source initiative is based on a series of questions sent to leading international sports lawyers and academics from 58 countries worldwide (*highlighted in dark blue in the map below*). The aim is to provide an overview of the measures adopted at the international level by (i) FIFA and (ii) Football Confederations and on the national level by (i) governments, (ii) national football associations, (iii) leagues, (iv) clubs, and (v) player associations against the Coronavirus pandemic.

We sincerely thank our colleagues who invested their precious time in researching and writing the national reports; valuable contributions which make this survey unique.

Map highlighting countries analysed in this survey, in dark blue



Map highlighting FIFA and the five Confederations analysed in this survey,



This survey contains an Executive Summary, International as well as 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. **FIFA and Football Confederations** : AFC, CAF, CONMEBOL, OCF, UEFA;
2. **The “Big Five” Leagues** : England, France, Germany, Italy, and Spain;
3. **Other European federations** : Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Denmark, Greece, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Russia, Scotland, Serbia, Slovenia, Sweden, Switzerland, Turkey and Ukraine;
4. **Americas** : Argentina, Brazil, Canada, Chile, Colombia, Ecuador, Mexico, Paraguay, Peru, Venezuela, Uruguay and USA;
5. **Africa** : Cameroon, Ghana, Kenya, Morocco, Nigeria and South Africa;
6. **Asia and Oceania** : Australia, Bangladesh, China, India, Indonesia, Japan, Malaysia, New Zealand, Philippines, Qatar, Saudi Arabia and UAE.

This version of the survey (V.4) also includes an annex with the snapshot of the status of professional football championships in the analysed jurisdictions. It is up to date to 14 December 2020,² and will be regularly updated, as the situation continues to develop.

Finally, the editors wish to sincerely thank all Authors for their commitment and valuable contributions, *Durante Rapacciuolo* for his precious comments, *Antonella Frattini*, *Gabriella Lowe* and *Marcos Santillana* for their editorial assistance, and *Rafael Hagopianian*, *Henry Tufnell*, *Connie Tran*, *Edison Ponri*, for their linguistic review.

Brussels, Milan, London, Mumbai, 14 December 2020.

Michele Colucci, Alessandro Coni, Sean Cottrell, Rustam Sethna

¹ Each section has been arranged in alphabetical order.

² Version 1.0 of the Survey was up to date to 20 April 2020, Version 2.0 was up to date to 5 May 2020, and Version 3.0 was up to date to 7 June 2020. They are all available at both www.sportslawandpolicycentre.com and www.lawinsport.com

Executive Summary

Introduction

At the time of this survey, we are in the middle of a second wave of the pandemic in most countries around the world with its evolution and its long-term consequences largely unknown at the present time. Nevertheless, the COVID-19 disruption already has caused a loss of approximately USD 14 billion³ to the global football industry.

Clubs made significant new signings in the big-5 leagues with an increase on transfer fees average of 6% more than players with similar characteristics during the summer 2019, although it should be noted there were less transfers than in the same window in 2019.⁴

This 4th survey aims :

1. to highlight both the regulatory and economic measures adopted by FIFA and the Football Confederations; and,
2. to identify the key trends at national level in terms of emergency measures (such as return to play, health and safety, etc), the return of fans to stadia, the impact of the pandemic on broadcasting rights and sponsorships.

Since the last survey on 4 May 2020, we have seen a shift in focus from getting the competitions back up and running towards longer term planning looking at cost control measures, extensive health and safety standards, the return of fans to stadia, commencement of women's football lower leagues and international competitions. However, as with all realms of society, approaches have varied among leagues and jurisdictions which were called to strike a delicate balance between public health and financial rejuvenation.

1. The International Scenario

³ O. Rehn, [FIFA COVID-19 Relief Plan achieving right impact](#), 16 September 2020, (last accessed 13 December 2020).

⁴ For a detailed analysis see R. Poli, L. Ravenel, R. Besson, [The real impact of COVID on the football players' transfer market](#), CIES Football Observatory Report N 58, October 2020, (last accessed 13 December 2020).

FIFA and the five Confederations (AFC, CAF, CONMEBOL, OCF, UEFA) have adopted a series of regulatory and economic measures providing support, guidance and funding to help their member associations survive during the pandemic. Furthermore, national and international competition formats have been adapted where necessary.

1.1. Regulatory Measures

Following the outbreak of the pandemic FIFA began researching the potential regulatory impact, taking into account the players health and wellbeing, clubs' and players' employment obligations, as well as compliance with government travel restrictions and quarantine measures.

On 7 April 2020, FIFA published the *COVID-19 Football Regulatory Issues document*⁵, followed by the *COVID-19 Football Regulatory Issues: Frequently Asked Questions document*⁶ on 11 June 2020 providing recommendations for stakeholders, updates on the temporary amendments to FIFA regulations, and a guide for COVID-19-related disputes before the FIFA judicial bodies.

In order to facilitate the return to play, on 1 October 2020 FIFA also introduced a health and safety protocol, the *Return to Football – International Match Protocol*, for all international matches scheduled during an international window for the remainder of 2020.⁷

All the examined Confederations have adopted Protocols or issued guidelines and recommendations to return to play for the current football season.

In particular, UEFA took specific measures in order to ensure proper implementation of the Protocol, such as the appointment by the Clubs of a Medical Liaison Officer (MLO), a Protocol Compliance Officer (PCO), a Hygiene Officer (HO) in addition to the Match Delegate (MD) appointed by UEFA. The European Federation established a UEFA Protocol Advisory Panel

⁵[*FIFA COVID-19 Football Regulatory Issues*](#), 7 April 2020, (last accessed 13 December 2020).

⁶ [*FIFA provides further guidance on COVID-19 football regulatory issues*](#), 11 June 2020, (last accessed 13 December 2020).

⁷ See [*FIFA Circular no. 1735*](#), 1 October 2020.

composed of virologists, laboratory experts and medical doctors, advising on any medical questions related to SARS-CoV-2-RNA testing.

1.2. Economic Measures

Besides the regulatory responses, in order to mitigate the negative impact of COVID-19 on football, FIFA and the Confederations allocated financial resources to their respective national member associations and, where applicable, clubs according to the relevant criteria: therefore the assigned budget was quite high in certain confederations like UEFA with 236.5 million euros and less but still significant in others (CONMEBOL: US \$85,000,000, AFC: USD 22,641,919.66, CAF: 16.2 million USD, OCF: NZ\$25,000 per club).

The first move by FIFA in this regard was to approve the immediate release (in full) of any remaining entitlement of its member associations to FIFA Forward funds for their operational costs for 2019 and 2020. Furthermore, the *FIFA COVID-19 Relief Plan*⁸ as well as the *COVID-19 Relief Plan – Stage 3 Regulations*⁹ made available USD 1.5 billion to national associations through a system of grants and loans in order to guarantee - among others - the restart of competitions across all categories, the payment of staff, (re-)hiring of essential staff where necessary, and the maintenance of footballing infrastructure.

At the same time, FIFA provided strict control mechanisms on the use of the funds, with clear audit requirements and precise loan repayment conditions under the supervision of a steering committee.¹⁰ While the enacted actions, as rigorous controls and audit mechanisms, are understandable, since FIFA has to ensure an adequate oversight and accountability over the correct funds' use, the scale of the financial aid is unprecedented and presents its own challenges to fully apply the terms of the funding conditions and the audit and financial control proceedings.

2. The National Scenario

⁸ [FIFA Circular no. 1725](#), 29 July 2020, (last accessed 13 December 2020).

⁹ [FIFA, COVID-19 Relief Plan – Stage 3 Regulations](#), (last accessed 13 December 2020).

¹⁰ [FIFA Council unanimously approves COVID-19 Relief Plan](#), 25 June 2020.

2.1. Across the 2019/20 and the 2020/21 Season

During the pandemic competition the managers strived finding a way to complete the 2019/20 season, preserving the integrity of the competitions, and ensure the smooth start of the 2020/21 season.

In terms of 2019/20 season ending, we have had three scenarios:

1. The winner was announced based on the current points accrued at the interruption of the season or using a formula to calculate points for the remaining part of the season (e.g., **Belgium, France, Scotland**);
2. Season was delayed but completed, with timing dependent on the COVID-19 prevalence at that time in the given country (e.g., **Germany, England, Italy, Spain**); and,
3. The season was voided, without awarding a winner and, eventually, suspending relegations and promotions (e.g., **Netherlands**).

The way in which some league seasons ended resulted in disputes and litigation as to how the decision was reached to declare positions of teams in the league table (e.g. France, Belgium and Scotland). In some isolated cases the championship was not awarded (e.g. Netherlands where the 2019/20 season was ended on 24 April and then declared void, with no winner nor relegated clubs).

With regard to the 2020/21 season, almost all championships started regularly or are planned to start at the beginning of 2021.

2.2. Differing Approaches to Testing

In almost all the countries under review, in order to guarantee the start of the current football season, the professional leagues, federations, with the central public authorities and ministries, established specific protocols in order to return to train and to play. The organization of matches is nonetheless subject to government laws and regulations that can be dependent on the local public authorities and the local prevalence of COVID-19.

The majority of countries have not provided for any specific and updated measures to be adopted should there be any further waves of the pandemic. However, existing regulations would be used, as they provide for continuous revision, and there are regular consultations with stakeholders including their governments and local authorities.

The different application of protocols and testing methodologies¹¹ across the world raises concern. In some countries the number of tests performed is limited, and with varying degrees of quality, that could increase the risk of further spread of the virus. This could disrupt the international club and national team competitions.

2.3.Return of Fans to Stadia

The approach taken by governments, leagues and federations reflects the state of the pandemic and has had a varying impact on clubs and local communities. All football federations were able to start competitions behind closed doors or with a limited access of supporters in the stadia. Where fans were restricted in attending matches, there were quantitative restrictions based on percentage of the stadium capability, going from a minimum of 10% (**Paraguay**) to a maximum of 50% (**Poland**) or by fixing an absolute quota of fans (going from a minimum of 1000 fans in **Italy** and **Switzerland**, a maximum of 5000 in France and 2000 in the UK).

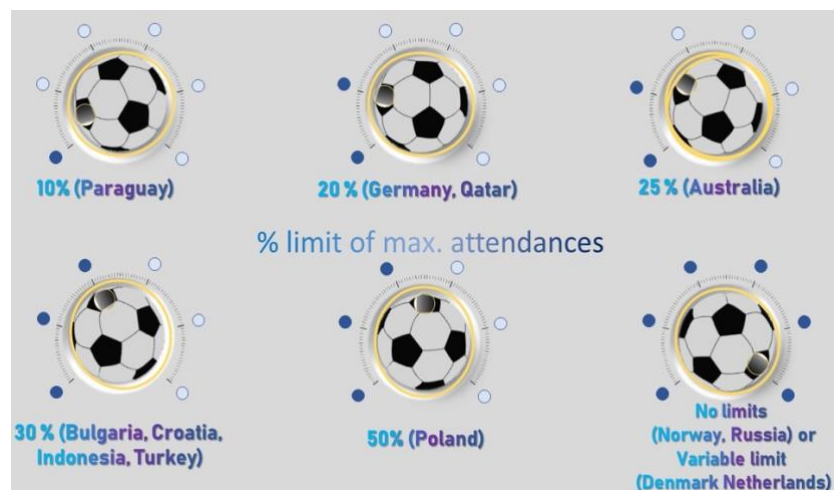
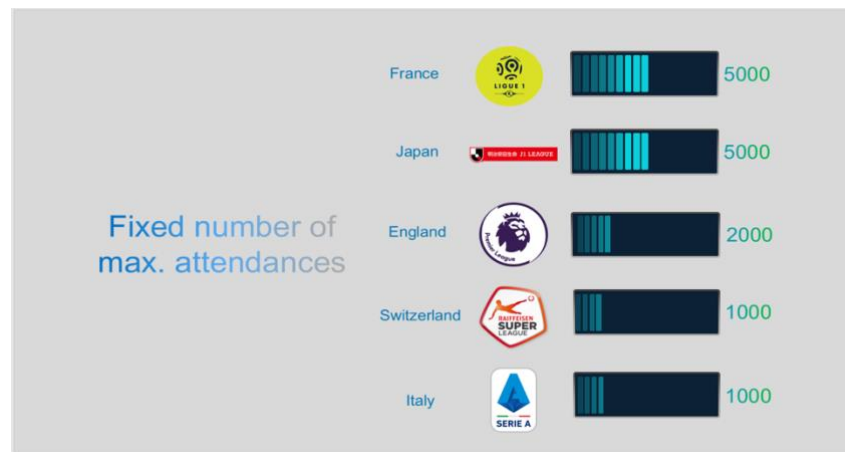
In **New Zealand** the government had initially allowed the return of fans to stadia, in a phased manner.

In countries such as **Norway** and **Russia**, authorities let the season starts with no limit on the number of fans attending games, provided that measures on social distancing, masks and gloves to wear do apply.

After allowing up to 20 % of the stadium capability in some states of **Germany** in the beginning of the season 2020/21, right now no spectators are allowed in the arena anymore.

The significant increase of COVID-19 cases in certain countries has urged a revised approach. Games are generally allowed to be played without any forced suspension due to the pandemic.

¹¹ See LawInSport Podcast, '[The Premier League COVID-19 testing - legal & logistical with Prenetics](#)', 8 December 2020



2.4. Sustainability and cost controls

The financial pressure on clubs and leagues has brought a call for salary caps in the English Football League¹² and Spanish La Liga¹³. Wider discussions over cost control measures, such as salary caps, have been welcomed by FIFA President, Gianni Infantino, who has highlighted the importance of “collective brainstorming” to address the current difficulties facing football. He advocates for “clearer and stricter financial regulations, imposing full transparency and good governance principles, and not only limiting this to the transfer system, but to the entire football ecosystem.”¹⁴ With the focus on cost controls, it is difficult to see how this will not have some bearing on the future regulation of agents and commission caps.

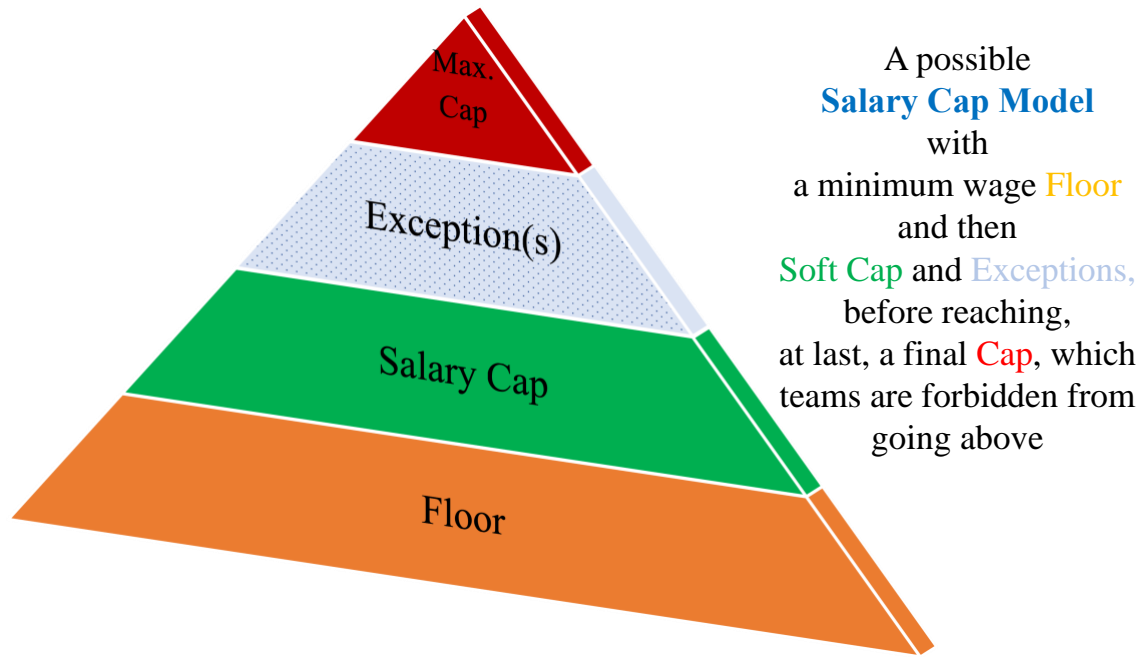
Salary cap, both as a per-player or a team's roster wages limit, has already been debated in the past, looking at the regulations adopted by certain professional leagues in other sports (e.g. NBA, NFL, MLB, etc). In the Major Leagues salary caps have been used to promote competitive balance among teams whilst in football it appears to be considered as a cost control measure. It is worth noting that the salary caps in Major League sports are subject to collective bargaining agreement between the leagues and players associations, under national labor law. The employment status of football players and competition law varies by country and region, as highlighted in the survey when analyzing the response on how (collectively or individually) players' salaries were adjusted during the pandemic. Therefore, the employment status of players in each country and region and power balance between clubs, leagues and players will impact on how a salary caps can be introduced and enforced.

In addition to salary caps and cost controls, governments, such as the UK Government, are now securitizing the structure at the football pyramid to understand how money is distributed from the top of leagues down to lower leagues given their financial vulnerability. The interest from governments could accelerate any potential changes to financial management and regulations across football as address by the FIFA President in June.

¹² EFL, [‘Squad Salary Caps’ introduced in League One and League Two](#), 7 August 2020, (last accessed 30 November 2020).

¹³ Reuters, [La Liga slashes wage cap by 610 million euros for 2020-21 season](#), 17 November 2020, (last accessed 30 November 2020).

¹⁴ FIFA, [FIFA President: Shape a better football](#), FIFA, 6 June 2020, (last accessed 30 November 2020).



2.5. The Rise of Private Equity Investment

There appears to be some appetite from private equity funds to invest into football in both leagues and clubs. The investment at league level, as was seen in *Italy* with the Serie A and CVC Capital Partners,¹⁵ is due to the media rights profits and the ability to drive the greater commercial return from hands-on involvement in the negotiations and selling of those rights. Recently, it has been reported that a number of well-known private equity funds consider investing in Bundesliga media rights.¹⁶

At club level there is a mixture of private equity interest, wealthy business owners and sovereign wealth funds who are looking to invest in either multi-club strategies, such as that of City Football Group with recent acquisitions in **France** (Troyes AC) and **Belgium** (Lommel United). However, the targets of those investments are typically around clubs in leagues in which investors are able to have a greater influence over a club themselves to protect their investment. This therefore excludes clubs in countries where clubs are membership

¹⁵ More recently Advent International and BC Partners announced they are eyeing minority stake in Bundesliga International, see E. Henning, D. Hellier, S. Syed, “[Private Equity Eyes German Soccer as League Mulls Media Deal](#)”, *Bloomberg Quint*, 25 November 2020, (last accessed 13 December 2020).

¹⁶ M. Ahmed and K. Wiggins, “[Private equity groups set to battle for Bundesliga football deal](#)”, *Financial Time*, 2 December 2020, (last accessed 13 December 2020).

organisations (*Sweden*) or where fans (members) have control of the parent association and therefore the controlling stake in the clubs such the 50+1 rule (**Germany**).¹⁷

A number of investors are reportedly¹⁸ investing minority stakes in clubs, including players such as the English Harry Kane in Leyton Orient club. We have also seen celebrities Ryan Reynolds & Rob McElhenney secured the votes to purchase Wrexham FC.¹⁹

Whilst the pandemic has certainly caused a global financial crisis, the low banking interest rates have encouraged an increase in the investments in various funds over the last few years. Private equity funds have expressed interest in investing on football. Such funds generally reach a return on investment through two ways. They can go for yields paid out over at regular intervals during the investment period. They can profit from capital appreciation at the end of the investment term and/or life of the fund, by selling their club/league's stakes). Historically, it may be difficult for investors to make the type of returns they would typically look over a life of fund (e.g 3-5 years). Although, the advent of longer-term funds (5-20 years) has become more common place and therefore investment in football is now more attractive than before as an increasing number of funds set a middle/long term to generate profit from their investment. There has been a view expressed that there is an opportunity to²⁰:

- make profits by helping clubs to better engage and monetize their loyal fans bases (better use of and selling of fan data);
- make money from developing young talents and the transfer market; and,
- develop property in and around the club, including stadia and the training ground that can make for a very attractive investment.

However, with any investment, the issue of control and influence becomes more challenging to monitor from a regulatory standpoint to understand who the beneficial owner is and what, if any, influence this has over player transfers and integrity in competitions. Along with the greater emphasis on control of person data from a player and fan perspective as discussed at

¹⁷ C.Keidel and A. Engelhard, [Football club ownership in Germany – less romantic than you might think](#), LawInSport, 28 July 2015, (last accessed 13 December 2020).

¹⁸ [A. Sartori, Pandemic not discouraging football club investors](#), KPMG Football Benchmark, 17 November 2020, (last accessed 13 December 2020).

¹⁹ M. Pearlman, R. Reynolds & R. McElhenney, [How did Wrexham become Hollywood-owned?](#), BBC Sport, 17 November 2020, (last accessed 13 December 2020).

²⁰ See N. Couchman, P. Hanton, G. Scott at the occasion of the *Private Equity Investment Panel Discussion*, LawInSport Annual Conference 2020.

FIFA's 2nd Data Protection Summit²¹, it will be interesting to see if a return can be realised as the issue of consent to commercialize data becomes a hot topic in football and society in generally.

2.6. Broadcasting/Media Rights and Sponsorship Agreements

One general trend shows that COVID-19 has had an impact on the commercial partnerships between federations/leagues/clubs and media/sponsorships partners, and its effects are still under negotiation e.g., with regard to the reduction of rights fees. Given that this is an ongoing situation the relevant information is still not widely available. One thing is certain, the business media rights and sponsorship model have been highly shaken. The crisis may accelerate change, affecting audio-visual rights agreements, bringing new ways to arrange media partnerships. Sponsorship deals are moving to alternative strategies, such as the regional contracts and other methods to recoup/profit from greater reliance on digital, e.g. increasingly used virtual advertising (digital placement/replacement of branding, advertising and other visual promotional messages into audio-visual footage)²² and experimenting with virtual hospitality²³.

In certain countries agreements have not been affected despite the interruption of the championship, in others the situation appears diversified. The scenario obviously depends also on the importance and value of the affected deals.

Following the suspension/cancellation of the 2019/20 season broadcasters have found it difficult to maintain a solid stream of income (especially those focused-on sport only), due to claims from subscribers, while sponsors have been deprived of the exposure representing the main scope of the relevant agreements.

As far as 2019/2020 media rights agreements are concerned, there is a worldwide trend. Deals are being renegotiated following the interruption or rescheduling of the competitions. In a few

²¹ [*FIFA holds Data Protection Summit to share best practices with global football community*](#), 27 November 2020, (last accessed 13 December 2020).

²² A. Kelham, [*Virtual Advertising Cutting Through The Regulation. Proposing A Way Forward*](#), Lewis Silkin, 27 September 2020, (last accessed 13 December 2020).

²³ Formula 1, [*Formula 1 and Zoom announce first virtual Paddock Club Partnership*](#), Formula 1, 16 July 2020, (last accessed 13 December 2020).

cases contracts were terminated. Specifically, in some countries, broadcasters suspended the payments (**Australia, Colombia, Denmark, Turkey**) or claimed for reimbursement (**Portugal**). In some cases this led to renegotiations (**Chile, England, France, Germany, Norway, United Arab Emirates**) Therefore, leagues/federations and media partners have found an understanding, where licensors granted a reduction of the fees in consideration of the number of cancelled matches or as a consequence of the rescheduling or change of the competition format. In other cases, a variation agreement is still not reached, and disputes arose with respect to the payment of a part of the rights fees (**Italy, Belgium**) or the contacts were prematurely terminated (**Bangladesh, Brazil** with respect to the Copa Sudamericana).

Under certain circumstances the crisis brought a modification of the broadcasting rules. This happened in England, where the traditional Saturday black window, which bans matches on TV during the afternoon, has been suspended. Even though, **Premier League**, at first had decided for this season to make available on a pay-per-view basis the games not selected by broadcasters for their pay TV services, then returned to the solution already experimented last season, splitting the not selected games between all the broadcast partners, as a consequence of the critics received by supporters.²⁴ **Brazil** provisional emergency measures have been amended for media rights via a Presidential Order granting to the hosting club the match exploitation rights however, this was not passed into law and now those agreements nullified or void creating greater uncertainty yet again. It is also worth noting that in **Germany**, the German Football League (DFL) is set to modify its revenue distribution model with respect of all the revenues arising from broadcast rights sales. For the next seasons a greater share of media rights revenue will be distributed equally among all the clubs. The decision is meant to tackle the financial impact of the pandemic.

In some other cases the termination does not appear to be directly linked to the pandemic (such as in **China**, with respect to the PPlive stopping payment to the **Premier League** for their rights deal²⁵, and in **Brazil** where GloboTV terminated its contract related to the Carioca State Championship amid an escalating conflict with Flamengo over club's broadcasting rights).²⁶

²⁴ B. Burrows, '[Premier League scrap pay-per-view fixtures as matches return to regular subscription services](#)', *Independent*, 13 November 2020, (last accessed 27 November 2020).

²⁵ S. Shead, '[English Premier League terminates lucrative Chinese TV deal with immediate effect](#)', *CNBC*, 3 September 2020, (last accessed 27 November 2020).

²⁶ A. Taylor, '[Globo cancels Carioca Championship contract amid escalating Flamengo dispute](#)', 3 July 2020, (last accessed 13 December 2020).

The crisis measures appear to have pushed a sharp decline in the value of media rights agreements. It should be noted there was a trend to leveling off of the valuation of sport media rights prior to pandemic, as the market was maturing following years steady price increases. Further changes to the business may occur in the near future.

The returning of football on the screen has eased the crisis at least for the Top-5 leagues. At first, supporters have experienced new formats (for example the UEFA Champions League knock-out phase tested the unprecedented formula of the final eights) and more frequent games, with matches played on an ongoing basis through all the summer. Especially between June and July football matches became a daily tv appointment.

With the resumption of live football there has been an increasing amount of sport contents provided by broadcasters to the audience on a regularly basis. The calendars across the championships returned to normal, but with the ‘new wave’ of the Pandemic the national leagues/federation and their media partners are facing a certain degree of uncertainty, being the regularity of match weeks at risk again. Nevertheless, broadcast and streaming services represent for the supporters the main way to access to the games for some time, as many games are still to be played behind closed doors or with a limited audience.

Considering this current season, new challenges seem to emerge. Due to the financial impact of the pandemic for example in **France**, LFP requested a bank loan to cover the delay to its second instalment payments from domestic broadcast partner.²⁷ LFP decided to terminate its domestic broadcast partnership for Ligue 1 and Ligue 2, after the licensee has failed to pay the last two fee instalments.²⁸ and Panathinaikos in **Greece** abandoned its attempt to deliver the games only via its OTT platform Panathinaikos TV, but it was able to rapidly find an agreement with the national broadcaster Nova.

2.7.Sponsorship

²⁷ A.H., “*La LFP va solliciter un prêt pour compenser le non-versement de l'échéance due par Mediapro*”, *L'Équipe*, 9 octobre 2020, (last accessed 13 December 2020).

²⁸ The parties are discussing an agreement, according to which FLP is going to withdraw all the media rights and obtain a compensation of the breach of contract, in order to avoid any further legal action, see E. Moatti, A. Hermant, *L'accord LFP-Mediapro examiné jeudi par le tribunal de commerce*, in *L'Équipe*, 13 December 2020, (last accessed 13 December 2020).

The sponsorship market has long been in a waiting position. Notwithstanding the 2020/21 season start, new sponsorship deals might not be as lucrative as in the past because sponsors are likely to reduce their investment in traditional advertising.

In most countries there is no or little public information available about ongoing disputes and/or discussions between leagues, clubs and their respective sponsors. In some others, the economic crisis led to renegotiation or termination of certain agreements (**Bangladesh, Chile, Colombia, Cyprus, France, Paraguay, Greece**). It is foreseeable that new forms of communication may emerge, especially considering that football is destined to continue mostly ‘behind closed doors.’ With the beginning of a new season clubs are back to close deals (**Brazil**). The upcoming Olympic Games, along with the European Football Championship may bring a definitive boost to the market in the second half of the next year.

3. Conclusions

Due to the pandemic some of the traditional streams of income for the football industry have dramatically decreased. For example, tickets sale and all the around the game sales (merchandising, food and beverages,) were or are still frozen. Other incomes are threatened due to the limitations imposed to games and the risks of cancellations. For example, sponsorships or broadcasting budgets have been reduced as a consequence of the uncertainty surrounding both the competitions and the economic stability. There is a general call to revise the system of remuneration and costs inside the world of football. The pandemic changed the scenario clubs, leagues and federations usually face in the carrying out of their activities, but it is also showed weaknesses and inefficiencies already latent in the sports ecosystem.

We might expect a long-term, structural benefit of football from adjusting to the crisis, a greater emphasis on risk and compliance management from the top-levels down.

In fact, there is clearly an increased focus on:

- sustainability of the entire football system;
- costs control on national federations, leagues and clubs including transfer fees, salary caps and the much-debated cap on agents’ fees;
- a drive to greater financial transparency and accountability;

- a demand for transparency on the ways player and fan data is used and commercially exploited;
- need for detailed and rigorous risk management processes;
- urgent action on accurate health and safety policies, protocols and auditing;
- Valid implementation and monitoring mechanisms.

These market forces, combined with an increased focus and capacity for auditing and compliance from FIFA²⁹ and the confederations, may accelerate the professionalization of football globally in these areas that have been historically neglected. This will bring football more in line with other industries such as education, healthcare, motor, technology industries. These changes will bring reforms and benefits to the stakeholders (sports associations, players, coaches, parents, etc) thanks to more robust monitoring and protections means, making the football industry a safer and more stable environment at all levels of the sport.

It is worth noting that although COVID-19 has disrupted the football industry, the pandemic has accelerated certain latent processes. It is possible to foresee that stakeholders are keener to seek new business models, alternative competition formats and commercial partnerships. The crisis has forced them to embrace change and collaborate. The majority of the football industry has been resilient and proactive in containing the loss, managing the crisis and finding new ways to reinvent the business. As emerged by this survey's findings, the economic and social impact of football urged a government intervention worldwide. Public institutions should support not only financially, but also spreading technical knowledge and promoting a race to the top in terms of regulation, fostering models that show efficiency, sustainability and transparency. Clearly, an open and collaborative approach with a strategic mindset has already brought benefits, and will help the long-term recovery from the crisis and create a more sustainable and stronger football industry.

²⁹ FIFA, [Compliance Handbook and Summit](#), 16 October 2020, (last accessed 13 December 2020).

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SECTION I

FIFA AND CONFEDERATIONS

FIFA

By *James Kitching*¹ and *Tarik Ajanović*²

1) What regulatory measures (implemented or proposed) have been taken to support sports stakeholders in light of the COVID-19 pandemic?

Background

The COVID-19 pandemic has been the most significant disruption to international football since the Second World War. The speed of its onset required FIFA, the world governing body for football, to develop a swift and efficient regulatory and commercial response.

The football world had an early warning of the potential impact of COVID-19:

- (i) in mid to late January 2020, Asian qualifying matches for the Women's Olympic Football Tournament were rescheduled and relocated several times before finally being played in Sydney, Australia, in early February 2020. The Chinese women's national team was required to quarantine by the Australian government prior to the matches commencing; and
- (ii) on 22 February 2020, the Italian Serie A became the first major European league to postpone matches, following an outbreak in the north of Italy.

As a result, the FIFA general secretariat began researching the potential regulatory impact of the pandemic prior to the scheduled international windows for women's football on 2-11 March 2020 and men's football on 23-31 March 2020. Concerns included, without limitation:

- (i) player health and wellbeing;
- (ii) compliance with government travel restrictions;
- (iii) quarantine obligations for players travelling to and from international duty; and
- (iv) the ability of players, coaches, and clubs to respect employment obligations.

Although the women's international window was played without any major pandemic-related disruption, it was clear that the men's international window would be heavily impacted, given the day-to-day changes in the prevailing sanitary conditions and government responses to the pandemic.

On 9 March 2020 and 12 March 2020, FIFA, in consultation with the confederations, subsequently postponed qualifiers for the FIFA World Cup Qatar 2022TM scheduled in Asia and South America.

Amendments to FIFA regulations

On 13 March 2020, the Bureau of the FIFA Council (**Bureau**) suspended the rules governing the release of players from clubs to representative teams, provided in Annexe 1

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of the Regulations on the Status and Transfer of Players (**RSTP**), for the international windows scheduled in March 2020 and April 2020.³

On 18 March 2020, the Bureau established the FIFA-Confederations COVID-19 Working Group (**Working Group**) to address the consequences of the pandemic and agree on a coordinated approach.⁴

The Bureau mandated the existing Task Force Transfer System (**Task Force**) to develop policies, proposals and amendments to address the situation.⁵ The Task Force, led by Vittorio Montagliani, Chairperson of the Football Stakeholders Committee, is composed of representatives from the FIFA administration, confederations, associations, FIFPRO, European Club Association, and World Leagues Forum.

On 7 April 2020, the Bureau endorsed the COVID-19 Football Regulatory Issues document (**CFRI Document**) developed by the Task Force and approved by the Working Group.⁶ The CFRI Document provided recommendations for stakeholders, temporary amendments to FIFA regulations, and a general interpretative guide for disputes before the FIFA judicial bodies.

The CFRI Document addressed four (4) core areas of regulatory policy:

- (i) expiring agreements and new agreements:
Taking into consideration: (i) the likelihood that the 2019/20 football season would finish later than intended and the next football season would commence later than intended; and (ii) the general nature of the football economy that agreements expire at the end of a season or commence at the start of a season, FIFA recommended that:
 - i. agreements due to expire at the original end date of the current season be extended until the new end date of the current season;
 - ii. agreements due to commence at the original start date of the new season be delayed until the new start date of the new season; and
 - iii. priority be given to the former club to complete their season with their original squad, in order to safeguard the integrity of football competitions;
- (ii) agreements that cannot be performed as the parties originally anticipated:
Taking into consideration the economic impact of the pandemic on club football, FIFA recommended, during any period where a competition is suspended, that:
 - i. clubs and employees work together to find appropriate collective agreements, on a club or league basis, regarding employment conditions;
 - ii. unilateral decisions to vary agreements will only be recognised by FIFA judicial bodies where they are made in accordance with national law or are permissible within a Collective Bargaining Agreement (**CBA**) structure or collective agreement mechanism;
 - iii. where neither national law nor a collective agreement is applicable, unilateral decisions to vary agreements will only be recognised by FIFA

³ FIFA Circular no. 1712 (13 March 2020).

⁴ Bureau of the FIFA Council decisions concerning impact of COVID-19 (18 March 2020).

⁵ Dedicated COVID-19 working group proposes recommendations after first meeting (3 April 2020).

⁶ COVID-19 Football Regulatory Issues (7 April 2020).

judicial bodies where they are: (i) undertaken in “*good faith*” (i.e. a good-faith negotiation occurred prior to the decision); and (ii) “*reasonable and proportionate*”. Whether a unilateral decision is “*reasonable and proportionate*” is assessed on the basis of objective criteria, including:

- a. whether the club had attempted to reach a mutual agreement;
 - b. the economic situation of the club;
 - c. the proportionality of any salary amendment;
 - d. the net income of the employee after salary amendment;
 - e. whether the decision applied to the entire squad or only specific employees;
- iv. where an employment contract is suspended (e.g. a furlough or stand down action is undertaken), clubs must maintain insurance coverage and find adequate alternative income support arrangements for employees.

(iii) the appropriate timing for registration periods:

Taking into consideration the likelihood that the current football season would finish later than intended and the next football season would commence later than intended, FIFA temporarily amended the RSTP to permit associations to exceptionally extend, postpone or amend their registration periods (colloquially, transfer windows), subject to certain strict conditions.

FIFA also introduced a temporary exception to article 6 par. 1 of the RSTP which permits a professional whose contract has expired or been terminated as a result of COVID-19 to be registered outside a registration period, regardless of the date of expiry or termination.

(iv) other regulatory changes:

FIFA:

- i. suspended the release rules in Annexe 1 of the RSTP for the international windows scheduled for June 2020;
- ii. delayed the implementation of amendments to article 10 of the RSTP regarding international loan transfers;
- iii. confirmed that no delays would be provided for the enforcement of decisions by the FIFA judicial bodies;
- iv. increased the regulatory time limit for an extension of time provided in article 16 par. 11 of the Rules Governing the Procedures of the Players’ Status Committee and Dispute Resolution Chamber (**Rules**) to fifteen (15) days;
- v. amended article 6 par. 3 of Annexe 4 of the RSTP to allow a contract offer, for the purposes of training compensation in the EU/EEA, to be made electronically; and
- vi. extended the reporting deadline in article 6 par. 3 of the Regulations on Working with Intermediaries from 31 March to 30 June 2020.

Between April and June 2020, FIFA held thirteen (13) different workshops with more than three hundred and fifty (350) representatives from associations and members of the World League Forum and European Club Association to both explain the outcomes in the CFRI Document and understand the practical impact of the pandemic on their football and administrative operations.

On 11 June 2020, the Bureau endorsed the *COVID-19 Football Regulatory Issues: Frequently Asked Questions* publication (**CFRI FAQs**) which was developed by the Task Force.⁷ The CFRI FAQs answered frequently asked questions relating to the CFRI Document, and explained three (3) additional temporary regulatory amendments:

- (i) amendment to article 5 par. 4 of the RSTP to permit players to be registered and play with a maximum of three (3) clubs during the same season. This amendment applies to:
 - i. for associations with a dual-year calendar: the 2019/20 and 2020/21 seasons; and
 - ii. for associations with a single-year calendar: the 2020 season;
- (ii) amendment to article 6 par. 2 of the RSTP to permit associations following a dual-year calendar to commence the “*first registration period*” for the 2020/21 season up to four (4) weeks prior to the completion of the 2019/20 season. During the period of overlap:
 - i. the transfer of a player between clubs or engagement of an out-of-contract player is permitted. The player shall only be eligible to participate in domestic competitions for their new club in the 2020/21 season;
- (iii) amendment to articles 17 and 18 of the Rules to remove the requirement to pay costs for claims lodged between 10 June 2020 and 31 December 2020, and to limit the amount of costs for any claim lodged prior to 10 June 2020 which has yet to be decided.

On 25 June 2020, the FIFA Council made several regulatory amendments:

- (i) amendment to article 75 par. 5 of the Code of Ethics to allow hearings to be organised by videoconference in the event of exceptional circumstances;⁸ and
- (ii) amendment to the international match calendar for futsal in 2020 and 2021.⁹

On 14 August 2020, the Bureau made several further regulatory amendments to the men’s and women’s international match calendars for the period 2020-2023, taking into consideration the different sanitary situations in each confederation.¹⁰

On 24 August 2020, the Bureau decided to again temporarily amend Annexe 1 of the RSTP, considering the international windows in September. It decided that the rules apply as normal, except where:

- (i) there is a mandatory period of quarantine or self-isolation of at least five (5) days upon arrival in the location:
 - a. of the club which has an obligation to release the player to an association team; or
 - b. where a representative team match is scheduled to take place; or
- (ii) there is a travel restriction to or from either location; and
- (iii) a specific exemption from the relevant authorities relating to the above decisions has not been granted to players of a representative team.¹¹

On 1 October 2020, the Bureau:

⁷ FIFA provides further guidance on COVID-19 football regulatory issues (11 June 2020).

⁸ FIFA Circular no. 1723 (10 July 2020).

⁹ FIFA Circular no. 1722 (3 July 2020).

¹⁰ FIFA Circular no. 1727 (18 August 2020).

¹¹ FIFA Circular no. 1729 (24 August 2020).

- (i) introduced the Return to Football – International Match Protocol (**FIFA Protocol**) for all international matches scheduled during an international window for the remainder of 2020;
- (ii) made temporary amendments to the FIFA World Cup 2022 Regulations – Preliminary Competition, as a result of the introduction of the FIFA Protocol; and
- (iii) extended the temporary amendments to Annexe 1 of the RSTP implemented on 24 August 2020 to all international windows scheduled for the remainder of 2020.¹²

The FIFA Protocol, developed in consultation with confederations, stakeholders and relevant experts, is a health and safety protocol which must be implemented by the match organiser of an international match scheduled during an international window. Its main objective is to facilitate a return to play and establish important safeguards for the health and safety of players and delegates.

Where a confederation-specific protocol which is equivalent to the FIFA Protocol has been developed and approved by FIFA, a match organiser (e.g. confederations and associations) may choose to instead implement the confederation-specific protocol.

A dedicated team has been established with the responsibility to provide hands-on assistance and support to match organisers in the implementation of the FIFA Protocol going forward.

Amendments to the Laws of the Game

On 8 May 2020, the International Football Association Board (**IFAB**) approved a proposal made by FIFA to temporarily amend the Laws of the Game (**LOTG**).

The optional temporary amendment to “*Law 3 – The Players*”, for competitions scheduled to be completed in 2020, whether or not they have already started, provided:

- (i) each team will be permitted to use a maximum of five (5) substitutes;
- (ii) to reduce disruption to the match, each team will have a maximum of three (3) opportunities to make substitutions during the game;
- (iii) substitutions may also be made at half-time;
- (iv) if both teams make a substitution at the same time, this will count as one (1) of the three (3) opportunities for each team;
- (v) unused substitutions and opportunities are carried forward into extra time;
- (vi) where competition rules allow an additional substitution in extra time, teams will each have one additional substitution opportunity; substitutions may also be made before the start of extra time and at half-time in extra time.¹³

Competition organisers were provided discretion whether to adopt the optional temporary amendment. The decision to amend the LOTG was made to decrease the pressure on players as well as reduce the risk of injuries due to the likelihood of a congested match calendar after 1 June 2020.

¹² FIFA Circular no. 1735 (1 October 2020).

¹³ IFAB Circular no. 19 (8 May 2020).

On 15 July 2020, the IFAB decided to extend the optional temporary amendment to the LOTG for competitions scheduled to be completed by 31 July 2021 and for international competitions scheduled to take place in July/August 2021.¹⁴

FIFA Congress and amendment to the FIFA Statutes

On 11 March 2020, the Bureau decided that the 70th FIFA Congress, originally scheduled to be held on 5 June 2020 in Addis Ababa, Ethiopia, would be held on 18 September 2020.¹⁵

Pursuant to article 27 of *Ordinance 3 on Measures to Combat the Coronavirus* (previously art. 6b of *Ordinance 2*, first issued on 13 March 2020, with updated versions made available as the situation with the COVID-19 pandemic developed) (**Ordinance 3**), Swiss associations are permitted to organise their annual congress remotely and allow their members to exercise their rights, including voting rights, in writing or online.

On 11 May 2020, in accordance with Ordinance 3, the Bureau decided that the 70th FIFA Congress would be held on 18 September 2020 as an exclusively online event.¹⁶

On 18 August 2020, FIFA formally convened the 70th FIFA Congress.¹⁷

The convocation provided an explanatory guide on participation and voting rights pursuant to Ordinance 3. Associations were required to provide their votes in advance of the Congress on certain agenda items, including proposed amendments to the FIFA Statutes, Regulations Governing the Application of the Statutes, and Standing Orders of the Congress.

On 18 September 2020, the 70th FIFA Congress was held. As a result of COVID-19, the associations approved an amendment to articles 25 and 26 of the FIFA Statutes and article 9 of the Standing Orders of the Congress to:

- (i) permit a Congress to be held by teleconference or videoconference;
- (ii) permit voting by correspondence or electronic means at a Congress held by teleconference or videoconference.¹⁸

Conclusion

Although it is impossible to estimate or predict further developments, the pandemic will continue to pose new challenges for FIFA and its stakeholders.

The regulatory response described above provides a temporary set of measures to bridge the issues faced by stakeholders, but the real impact of the pandemic will only be known in the coming months and years.

2) What economic/commercial measures (implemented or proposed) have been taken to support sports stakeholders in light of the COVID-19 pandemic?

¹⁴ IFAB Circular no. 20 (15 July 2020).

¹⁵ FIFA Circular no. 1711 (11 March 2020).

¹⁶ FIFA Circular no. 1716 (12 May 2020).

¹⁷ FIFA Circular no. 1728 (18 August 2020).

¹⁸ President Infantino uses virtual FIFA Congress platform to encourage football's safe return (18 September 2020).

Early release of FIFA Forward Programme funds

The FIFA Forward Programme is the primary development programme for FIFA. The second edition entered into force in January 2019, for the cycle 2019-2022, and is governed by the FIFA Forward Development Programme Regulations – Forward 2.0 (**FDPR**).¹⁹

In accordance with article 6 of the FDPR, associations are entitled to:

- (i) USD 6,000,000 for the four (4) year cycle (spread evenly) to support operational needs and development projects;
- (ii) up to an additional USD 1,000,000 for associations with an annual revenue of USD 4,000,000 or less in order to support their travel and equipment needs.

On 15 April and 16 April 2020, the Development Committee and Finance Committee both approved the immediate release (in full) of any remaining entitlement of associations to Forward funds for operational costs for 2019 and 2020.²⁰

In effect, the conditions associated with remaining operational-cost entitlements provided in article 6 par. 3 of the FDPR were waived. Regardless of the early release of the funds, associations are still subject to the relevant control and audit obligations in relation to the use of that funding.

FIFA COVID-19 Relief Plan

On 12 March 2020, Gianni Infantino, the FIFA President, met with the Director General of the World Health Organization (**WHO**), Dr Tedros Adhanom Ghebreyesus at the WHO Headquarters in Geneva, Switzerland, to discuss how football can assist the WHO respond to the pandemic.²¹

On 17 March 2020, the FIFA President released a statement on the FIFA website entitled “*Football Fights COVID-19*”.²² In that statement, he confirmed that FIFA:

- (i) would examine the establishment of a Global Football Assistance Fund to help stakeholders impacted by COVID-19; and
- (ii) had donated USD 10 million to the WHO COVID-19 Solidarity Response Fund.

On 18 March 2020, the Bureau decided to assess the economic impact of COVID-19 and analyse whether a support fund at global level will be required, and if so, the mechanisms required to operate it.²³

On 3 April 2020, the Working Group decided to appoint one person per confederation to coordinate the development of a support fund at global level.²⁴

On 25 June 2020, the FIFA Council:

¹⁹ FIFA Circular no. 1659 (10 January 2019).

²⁰ FIFA Circular no. 1715 (24 April 2020).

²¹ FIFA to collaborate with WHO to tackle coronavirus (13 March 2020).

²² Statement from the FIFA President (17 March 2020).

²³ Bureau of the FIFA Council decisions concerning impact of COVID-19 (18 March 2020).

²⁴ Dedicated COVID-19 working group proposes recommendations after first meeting (3 April 2020).

- (i) unanimously approved the FIFA COVID-19 Relief Plan (**Plan**).²⁵ The Plan provides up to USD 1.5 billion to be made available to associations and the wider football community;
- (ii) appointed the Deputy Chair of the Governance Committee, Mr. Olli Rehn, the Governor of the Bank of Finland, as Chair of the COVID-19 Relief Plan Steering Committee to supervise the administration of the scheme.²⁶

On 29 July 2020, the Bureau approved the COVID-19 Relief Plan – Stage 3 Regulations (**CRPSR**) to govern the third stage of the Plan.²⁷ The three (3) stages of the Plan are:

- (i) the early release of funds pursuant to the FDPR (as described above);
- (ii) providing associations the opportunity to transfer Forward-specific project allocations to temporary COVID-19 relief funds. At least fifty percent (50%) of the funds released through this option are to be allocated to women's football. This is governed by the FDPR;
- (iii) providing associations and stakeholders further financial support through a system of grants and loans. This is governed by the CRPSR.

Pursuant to the CRPSR, each association is entitled to:

- (i) a solidarity grant of USD 1,000,000, payable in two (2) instalments;
- (ii) a women's football grant of USD 500,000, payable in a single instalment;
- (iii) apply for interest-free loans amounting to up to thirty-five percent (35%) of its audited annual revenues (as per the audited financial statements most recently submitted to FIFA prior to 1 March 2020). Associations may request a loan of USD 500,000, while the maximum aggregate amount available to any association will be USD 5,000,000. The loan will be subject to the formalisation of a loan contract between the association and FIFA.

Associations are entitled to redistribute monies received via grants and loans to the wider football community in their respective territories, including clubs, players, leagues or others that have been affected by the pandemic. This disbursement must be carried out in accordance with the CRPSR. The permissible uses of the funds include without limitation:

- (i) the restart of competitions across all categories (where the sanitary situation and government policy permit);
- (ii) the implementation of return-to-play protocols, including testing;
- (iii) the participation of national teams of all age categories in restarted competitions;

²⁵ FIFA Circular no. 1725 (29 July 2020).

²⁶: FIFA Council unanimously approves COVID-19 Relief Plan (25 June 2020).

²⁷ FIFA Circular no. 1725 (29 July 2020).

- (iv) the payment of staff costs and (re-)hiring of essential staff where necessary;
- (v) the maintenance of footballing infrastructure;
- (vi) the development of football activities, including women's football; and
- (vii) the payment of general administration and operating costs where the situation requires.

Pursuant to the CRPSR, each confederation is entitled to:

- (i) a grant of USD 2,000,000; and
- (ii) apply for a loan of up to USD 4,000,000.

The CRPSR provide strict control mechanisms on the use of funds, with clear audit requirements and precise loan repayment conditions and are overseen by the COVID-19 Relief Plan Steering Committee.

Conclusion

On 16 September 2020, Mr. Olli Rehn shared that the disruption caused by the pandemic caused the global football economy to lose approximately USD 14 billion. However, he noted the already visible positive impact of the Plan, with several associations using the available funds to resume their national leagues, purchase COVID-19 tests, or rehire staff following austerity measures taken earlier in the year.²⁸

The Plan is expected to serve as a parachute payment to associations and their local stakeholders as they adapt their football and commercial operations to the new reality, given that the primary sources of their revenue will be significantly impacted for the foreseeable future.

²⁸ Rehn: FIFA COVID-19 Relief Plan achieving right impact (16 September 2020).

ASIAN FOOTBALL CONFEDERATION (AFC)

By Andrew Mercer¹

Responses to the survey on the impact of COVID-19 on football

Clearly these are unprecedented and uncertain times for the whole football community. Against this background, it was inevitable that there would be an impact on the AFC's operations and competitions in 2020, particularly around the scheduling and hosting of matches.

Asia was the first region, as recognised by FIFA, to face the challenges of scheduling games, when the Women's Asian Olympic Qualifying Final Round Group B competition scheduled to take place during 3-9 February 2020 in Wuhan, in the People's Republic of China, was relocated to Australia.

That still had its challenges, with the China PR team facing compulsory quarantine in Australia, while the final play-off games between Korea Republic and China PR – to join Australia and hosts Japan in Tokyo – have now been rescheduled to 2021.

Matches in the AFC's continental club competitions, the AFC Champions League and the AFC Cup were postponed in March, April & May after detailed consultations with the AFC's Member Associations and their clubs, and in line with the approach taken by many competition organisers across the globe.

Unfortunately, in view of the complicated logistics involved in coordinating matches across the five regional zones involved in the AFC Cup during the pandemic period, the AFC Executive Committee took the decision to cancel the AFC Cup 2020 competition.

The AFC Champions League 2020 resumed in September in a centralised format with teams from the West Zone and was successfully completed thanks to the strict AFC Health Protocols which were introduced and implemented with the assistance of the Qatar FA and the Qatari Authorities. A similar centralised format (including Group and Knock-Out stages) will be completed by teams from the East Zone in Doha, Qatar. The winners of the two Zonal competitions will then meet in the AFC Champions League 2020 final, which be hosted as a one-off match in Doha on 19 December 2020.

In terms of national team football, the AFC Executive Committee has recognised that the pandemic has affected the ability of the AFC to deliver its competitions. With this in mind and taking into consideration the need to prioritise the welfare of young players, as well as the various travel and health challenges, the AFC U-16 and AFC U-19 Championships 2020 have been postponed until early 2021. In terms of futsal, the decision has been taken to cancel the AFC Futsal Club Championship 2020, and to postpone the AFC Futsal Championships 2020 and AFC Women's Futsal Championship 2020.

The AFC Solidarity Cup which was also to be played in late 2020 has been cancelled and the next edition will be in 2024.

¹ AFC Acting General Counsel & Director of Legal Affairs.

1. What regulatory measures (implemented or proposed) have been taken to support sports stakeholders in light of the COVID-19 pandemic?

As a result of the COVID-19 pandemic, the AFC has put in place several regulatory measures to support stakeholders, including:

- Various amendments have been made to the AFC Champions League 2020 Competition Regulation. Among other things, these amendments seek to allow greater flexibility as regards the registration of players (e.g. opening the registration window for players and increasing the number of players that a club can register).
- The AFC has produced a set of guidelines called the ‘AFC Match Operations Protocol During COVID-19 Pandemic’. This document is a compilation of recommended measures to be observed and applied by AFC match officials and the match operations team. It is aimed at minimising the risk of COVID-19 spreading among all those participating in AFC competitions and sets out the recommended guidelines for Member Associations and clubs when devising a plan for the matches in AFC competitions. The document is based on the experience of football stakeholders across the world following the outbreak of COVID-19 and the health initiatives implemented by a number of national governments. This document covers the period starting with the travel of the away team to the venue on MD-3, over the match day, and up to and including the day of their return to their home country on MD+1.
- In connection with the resumption of the AFC Champions League 2020 in the West Zone of Asia and to complement the aforementioned Protocol, the AFC has produced a set of regulations called the ‘Special Rules Applicable to AFC Competitions During the COVID-19 Pandemic’.² These Special Rules are applicable to all AFC football competitions and matches taking place in the period during which they are in force in the context of the COVID-19 pandemic and set out the responsibilities of the AFC, host organisations, participating teams and all other relevant stakeholders participating in and/or otherwise involved in the staging, organising, hosting and/or delivery of the AFC competitions and matches, as well as any and all persons affiliated to the stakeholders and/or carrying out duties on their behalf.
- A sub-committee of the AFC Competitions Committee has been formed to make any necessary decisions in urgent matters which relate to the centralised AFC Champions League 2020 (West Zone). A similar Committee has been formed for the AFC Champions League 2020 (East Zone) matches.
- Given the financial difficulties experienced by individuals and Member Associations and clubs as a result of the global pandemic, the AFC’s judicial bodies have decided to apply a revised approach to financial sanctions in disciplinary matters. It was considered important to acknowledge the financial difficulties experienced by stakeholders at this time as a matter of good governance and stakeholder engagement. Under this policy, depending on the facts and circumstances of the particular case, the relevant judicial body will look to suspend a portion of any fine. It is noted that serious cases will continue to attract stern sanction and the policy has no impact on sporting sanctions. The payment terms for fines are also more flexible now.

² Available at <https://www.the-afc.com/documents/special-rules-applicable-to-afc-competitions-during-COVID-19-pandemic> (visited on 6 October 2020).

2. What economic/commercial measures (implemented or proposed) have been taken to support sports stakeholders in light of the COVID-19 pandemic?

On 9 June 2020, the AFC Executive Committee approved the AFC Administration's proposal to grant temporary exceptions to the AFC Financial Assistance Programme (AFAP) Regulations for all beneficiary Member Associations in relation to the disbursement of the AFAP Grant.

The exceptions were made to Articles 8.1.6, 10.4, 10.5, 10.6, 11.4.2, 11.7, 11.7.1, 11.7.2, 11.7.3, 14.4, 14.5 and 14.8 and cover the overall use of the AFAP Grant, as well as allowing the smooth disbursal of the second instalment of USD 375,000 within the month.

The AFC also prioritised the release of the following:

- USD 2,076,389.64, that allowed on-going infrastructure projects to continue under the AFC President's Infrastructure Initiative;
- USD 2,023,827.60, that served as the second payment of salaries under the AFC President's Technical Staff Initiative – a remuneration programme to cover key technical positions for beneficiary AFAP Member Associations;
- USD 129,308.53, that covered contracted Member Associations' activity costs and Member Association staff salaries under the capacity-building scheme - the AFC President's Development Initiative; and
- 500 footballs for each Member Association under the Footballs for Development Scheme.

A total of USD 22,641,919.66 has been disbursed year-to-date to mitigate the effects of COVID-19 on Asian football.

In addition, to assist affected communities, the AFC has worked closely with international aid agencies such as IFRC and UNOPS to make significant contributions to their COVID-19 relief efforts in underprivileged sectors of society.

CONFEDERATION AFRICAINE DE FOOTBALL

By Achta Mahamat Saleh¹

1. What regulatory measures (implemented or proposed) have been taken to support sports stakeholders in light of the COVID-19 pandemic?

At the beginning of the pandemic, CAF implemented a period of more than 3 months of working from home (“home office”) for its HQ staff, starting by the end of March 2020 until June 2020.

During these two months of summer, July and August 2020, CAF implemented an alternated home office period, allowing only 50% of its staff to resume work at the office.

The competition schedule has been disturbed with cancelation and postponement. The final tournament of Total African Nations Championship (CHAN) has been postponed till January 2021 in Cameroon, the Total Africa Cup of Nations Cameroon 2021 has been rescheduled for January 2022, the 2020 edition of the Women’s Africa Cup of Nations has been cancelled, as officially announced by CAF Executive Committee.²

CAF has also issued guidelines to resume Football in Africa, including medical assessment and monitoring, physical fitness consideration, organization of matches and training for football players. Furthermore, CAF has issued guidelines regarding the organization of tests as well as travel precaution and facilities.

These recommendations (attached) include *inter alia* :

- To Submit each actor to the COVID-19 test 48 to 72 hours before a match and just after the match;
- The Quarantine of traveling teams;
- Closed doors matches;
- To ensure the capacity to isolate suspected cases;
- All participants must be informed and cooperate with medical staff by taking the temperatures of their own competitors;
- No children to accompany the players;
- The prohibition of handshakes or hugs to celebrate goals;
- Total respect for physical distance in the locker rooms;
- To enter the field separately for the two teams;
- All balls should be disinfected several times;
- To gather all the teams in a city (in one place) and this until the end of the championship;
- No press conference except flash interviews for players;
- Flash interviews to be conducted respecting the physical distancing of 2 meters and more.

2. What economic/commercial measures (implemented or proposed) have been taken to supports sports stakeholders in light of the COVID-19 pandemic?

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² See <https://www.cafonline.com/news-center/news/decisions-of-caf-executive-meeting-30-june-2020>

In order to support its Member Associations in these unprecedented times, CAF distributed an exceptional subvention of 16.2 million USD, corresponding to an allocation of 300.000 USD per Member Association.

Additionally, CAF put into place internally a team dedicated to help its Member Associations get a zero rate loans from FIFA.

CONMEBOL

By *Jimenez Monserrat*¹

1. What regulatory measures (implemented or proposed) have been taken to support sports stakeholders in light of the COVID-19 pandemic?

On March 12th, 2020, CONMEBOL made the difficult decision to postpone the tournaments CONMEBOL LIBERTADORES and CONMEBOL Sudamericana in order to prevent the spread of COVID-19, given the risk of its rapid expansion, safeguarding players, coaching staff, delegates, referees, leaders, press, and fans.

After a detailed analysis of the situation regarding the global and regional evolution of the Coronavirus and the recommendations made by international organizations in the field of Public Health to exercise extreme precautions, CONMEBOL announced on 17 March 2020, the postponement of the 47th edition of the CONMEBOL Copa América 2020 to June 11th to July 11th, 2021.

The current health crisis has had innumerable economic, political and social impacts which are affecting the football industry at all levels.

All football stakeholders (Confederations, Federations, Leagues, Clubs, Players, etc.), have been affected both economically and sportively by the measures that should have been taken at this time.

This led CONMEBOL to urgently assess action to be taken to mitigate the repercussions of the difficulties caused by COVID-19 and ensure a homogeneous response to future conflicts for the benefit of all. Thus, CONMEBOL has worked closely with FIFA on the exceptional reforms to the Regulations on the Statute and Transfer of Players.

CONMEBOL has published a series of modifications to the Libertadores and Sudamericana Regulations as of May², among which we can highlight:

- The number of players in the team list increased from 30 to 50.
- The possibility that a player can participate for a maximum of 3 clubs in the same edition of the tournament.
- The possibility of making 5 substitutions of players in the current list of Good Faith is allowed, in the round of 16th, and 3 in quarter finals and semifinals.
- If a team does not have the minimum of 7 eligible players from the bona fide roster (of 50 players) to start the match, that team will lose the match by W.O. and the result of 3x0 will be applied in favor of the opposing team, according to the Disciplinary Code.
- A 30% reduction in the fines established in the Disciplinary Code and the Competition Regulations for infractions committed after the resumption of the tournaments in question is established, and on the sanction for red and yellow card on 50%.
- Creation of a Medical Registry for the Control of Players and Officials in the scope of their jurisdiction based on the lists of Players and Officials presented by the participating Clubs of CONMEBOL Libertadores and CONMEBOL Sudamericana.

¹ CONMEBOL Deputy Secretary General and Director of the Legal Department.

² Available at <http://www.conmebol.com/es/ajustes-reglamentos-libertadores-sudamericana-2020>
<http://www.conmebol.com/es/cambios-en-el-reglamento-de-la-conmebol-libertadores-y-conmebol-sudamericana> (visited on 6 October 2020)

The members of the Control Medical Registry must compulsorily undergo the COVID-19 Test in accordance with the provisions of the CONMEBOL Medical Protocol.

- Specific provisions such as the prohibition to kiss the ball, exchange / give away shirts or any other part of the clothing with the rivals or teammates of the same team or any other person, among others.
- The obligation to submit to temperature controls before the game, the use of a mask for the players and officials who are in the substitute bench, among others.
- On the other hand, on 19 June 2020, the CONMEBOL Council unanimously approved the Protocol of Medical Recommendations for Training, Travel and Competitions, and the Operational Manual for Arrivals and Departures at airports³; with the aim of guaranteeing that the return of continental football is carried out with the maximum guarantees and prevention measures for all those who are part of the sporting event. Both documents compile the recommended prevention procedures and measures in the reactivation of South American football, and they have already been sent to all the countries of the Member Associations.
- On the Operational matters, a Operational Protocol for Match Organization was created, with all the prevention procedures for the Match including tv production, press operation, VAR operation, TEAM's operation, security matters, among others.

Additionally, due to the COVID-19 pandemic, CONMEBOL has cancelled the following tournaments:

CLUB TOURNAMENTS

- CONMEBOL Libertadores de Futsal - Uruguay 2020
- CONMEBOL Libertadores de Women's Futsal - Bolivia 2020
- CONMEBOL Beach Soccer Libertadores - Argentina 2020

NATIONAL TEAM TOURNAMENTS

- CONMEBOL U-20 Men's Futsal - Paraguay 2020
- CONMEBOL SUB-17 Men's Futsal - Argentina 2020
- CONMEBOL U-20 Women's Futsal - Peru 2020

Moreover, CONMEBOL Women's Libertadores - Chile 2020 will be held in Argentina, in March 2021. On the other hand, the match of the Final Phase of the CONMEBOL U-20 Women's Championship (Argentina) and CONMEBOL U-17 Women (Uruguay) was rescheduled.

On 2 July 2020, Mr. Alejandro Domínguez, President of CONMEBOL, participated as a special guest at the MERCOSUR and Associated Countries for Heads of State. President Domínguez informed the Presidents on the Protocol on Medical Recommendations for the return to football, which would be made available to the South American governments. CONMEBOL's main purpose was to contribute to the safe return of football on the continent, bearing in mind that the life and health of the players, referees, coaches and all the people involved in CONMEBOL tournaments are a priority.

³ <http://www.conmebol.com/es/protocolo-de-recomendaciones-medicas-para-entrenamientos-viajes-competiciones-y-manual-operativo-de> ;
<http://www.conmebol.com/es/protocolo-medico-de-la-conmebol-libertadores-y-sudamericana>

Finally, on 10 July 2020, the Council of CONMEBOL approved the Protocol of Operations for the Resumption of Club Competitions⁴ and set the restart of CONMEBOL Libertadores for Tuesday, 15 September, and for Tuesday, 27th October, the restart of the South American CONMEBOL LIBERTADORES and SUDAMERICANA, each one of them complying with the protocols and preventive measures established by the authorities.

2. What economic / commercial measures (implemented or proposed) have been taken to supports sports stakeholders in light of the COVID-19 pandemic?

In relation to the economic situation, CONMEBOL has made available to its Associations and Clubs, in order to reduce the economic impact caused by COVID-19 on South American football, the following sums:

- US \$ 14,000,000 from the Evolution Program to the different Member Associations.
- US \$ 57,500,000 advanced to participating clubs of CONMEBOL Libertadores and CONMEBOL Sudamericana.
- US \$ 10,000,000 advanced from Copa América 2021 to the different Member Associations
- US \$ 6,000,000, distributed equally among the 10 Member Associations. This aid is considered crucial for football on the continent, which due to the pandemic is going through a tough time in financial matters.
- Of the aforementioned fund, US \$ 2,000,000 (US \$ 200,000 for each Association) will be used to carry out COVID-19 tests and thus cover the required laboratory expenses; and the remaining US \$ 4,000,000 (US \$ 400,000 for each Association) will be destined to free funds to be invested according to their most immediate needs.
- Exceptional financial subsidy (USD. 8,000,000), exclusively for the 2020 edition, intended for the contracting of charter flights of the participating clubs of CONMEBOL Libertadores and CONMEBOL Sudamericana.

⁴ <http://www.conmebol.com/es/protocolo-de-operaciones-para-la-reanudacion-de-competiciones-de-clubes>

OCEANIA FOOTBALL CONFEDERATION

By *Barbara Lloyd*¹

1. What regulatory measures (implemented or proposed) have been taken to support sports stakeholders in light of the COVID-19 pandemic?

OFC has postponed or cancelled all tournaments from March- December 2020 because of border closures. As a result of cancelling the OFC Champions League 2020, the executive committee decided to amend the competition regulation to include a provision to pay the clubs remaining in the competition NZ\$25,000 per club.

2. What economic/commercial measures (implemented or proposed) have been taken to supports sports stakeholders in light of the COVID-19 pandemic?

OFC Member Associations are small and they are well financially supported by FIFA.

a. OFC Solidarity Fund

The OFC Solidarity Fund has been developed to help Member Associations to support staff, volunteers, coaches, referees and the football community directly affected by the COVID-19 pandemic. Each Member Association is eligible to apply for funding in one or more funding area, to a maximum of NZD\$50,000 – with payments to be made in instalments. Member Associations must apply for funding, setting how they will use the funds

The fund has been designed to support in four key areas:

i. Food and Hygiene Packets:

Packets including food items/groceries, personal hygiene products and household cleaning, sanitation products and information fact sheets to support staff, volunteers, coaches, referees and members of the football family who have been impacted by COVID-19.

Member Associations is responsible for purchasing, packing and distribution of food and hygiene packets.

ii. Loss of Income Allowances:

Allowance to support staff (for example: fulltime, part-time and occasional), volunteers (such as referees, coaches, etc.) who have experienced a loss of income as a result of shutdown, postponement or cancelation of activities, etc. as a result of COVID-19.

iii. Medical Allowances/Costs:

Allowance or direct payment costs for staff, volunteers, coaches, referees and members of the football community who contract COVID-19 and require medical treatment. This can include: Hospital, medication, transportation, food and accommodation costs related to treatment of COVID-19.

iv. Self-isolation Allowances/Costs:

Allowances or direct payment costs for staff, volunteers, coaches, referees and members of the football community who are required to self-isolate in a location away from their family/home

¹ OCF Head of Legal and Compliance.

base. This can include: Accommodation, transportation and food costs for the duration of the prescribed isolation period.

v. Tropical Cyclone Harold Recovery Funding:

Funding to support rebuilding activities, the distribution of food and hygiene packets, medical costs, information fact sheets, etc. to support staff, volunteers, coaches, referees and members of the football family who have been impacted by Tropical Cyclone Harold.

b. OFC Development Programme Regulations.

OFC Development Programme Regulations are expected to be implemented at the start of 2021, whereby the OFC shall work with our Member Associations to draft an individualised Development Plan. Each full Member Association will be entitled to apply for NZ\$350,000 next year under the Development Programme for a variety of programmes – grassroots, youth and womens' development; medical: to strengthen the corporate governance and administration; and developing national teams.

UNION DES ASSOCIATIONS EUROPÉENNES DE FOOTBALL – UEFA

By Yann Hafner¹

1. What regulatory measures (implemented or proposed) have been taken to support sports stakeholders in light of the COVID-19 pandemic?

On 15 March 2020, UEFA announced the postponement of a certain number of matches taking place the following days, specifically the UEFA Champions League Round of 16 second-leg matches, all UEFA Europa League Round of 16 second-leg matches, and all UEFA Youth League quarter-final matches².

On 17 March 2020, UEFA held a videoconference with the representatives of the 55 UEFA member associations, the boards of the European Club Association (hereafter “ECA”) and the European Leagues (hereafter “EL”) as well as representatives of FIFPRO Europe to discuss the response of football to the COVID-19 pandemic. Following this videoconference and in light of the “*Resolution of the European football family on a coordinated response to the impact of the COVID-19 on competitions*”³, the UEFA Executive Committee approved a first set of regulatory measures to support football, including for instance, the postponement of:

- the play-off qualifying matches of the UEFA EURO 2020, the final tournament of the UEFA EURO 2020, the UEFA Champions League Round of 16, the UEFA Europa League Round of 16 and various other UEFA competitions.
- the deadline by which licence applicants have to prove that they have no overdue payables as foreseen by Art. 49, 50 and 50bis of the [Club Licensing and Financial Fair Play Regulations](#).

Further to the regulatory measures above, the UEFA Executive Committee established two working groups to assist with the response of football to the crisis:

- Working Group 1, comprising of representatives of UEFA, ECA and EL, dealt with calendar matters. It had the objective to draw up consensual proposals for the rescheduling of postponed matches in order to complete the 2019/20 season (i.e. national team and domestic and European club competitions) and to find consensus on match scheduling for the 2020/21 season; whereas,
- Working Group 2, comprising of representatives of UEFA, ECA, EL and FIFPRO Europe, dealt with legal, regulatory, and financial matters. It had the overall objective to assess the impact of the COVID-19 outbreak on the clubs’ legal and financial frameworks and to draw up consensual proposals to minimise its negative impacts and enable the 2019/20 season to be completed.

At the time, the Working Group 1 found it difficult for matches and competitions to take place soon and acknowledged that not all jurisdictions would be able to restart at the same time. Accordingly, the UEFA Executive Committee decided, on 1 April 2020, to postpone all national teams matches which were due to be played in June 2020 until further notice; the same

¹ Statutory & Regulatory Expert at UEFA.

² A copy of the announcement is available using: <https://www.uefa.com/insideuefa/about-uefa/news/025b-0f8e76ab25ae-3c76085ee109-1000--all-of-this-week-s-uefa-matches-postponed/> (18.09.2020).

³ A copy of the Resolution is available using: https://www.uefa.com/MultimediaFiles/Download/uefaorg/General/02/64/10/80/2641080_DOWNLOAD.pdf (15.09.2020).

applying to centralised international friendlies, the UEFA Futsal Champions League Finals and certain youth national representative team competitions (i.e. UEFA European Women's Under-17 Championship and UEFA European Under-19 Championship). The UEFA Executive Committee had unfortunately to cancel others (i.e. UEFA European Under-17 Championship and UEFA European Women's Under-19 Championship)⁴.

Within the purview of Working Group 2 was notably Financial Fair Play. In the context of the pandemic and related financial uncertainties, Working Group 2 deemed it very difficult (if not impossible) for clubs to prepare an application for a licence and, in turn, for member associations to review and grant such a licence to participate in UEFA competitions during the 2020/21 season. Consequently, the UEFA Executive Committee decided, on 1 April 2020, to suspend the application of the club licensing provisions that relate to the preparation and assessment of clubs' future financial information⁵, specifically Article 52 (Future Financial Information), Annex IX(B)(2)(d) (Assessment of the auditor's report on the annual and interim financial Statements), Annex IX(D)(3) (Assessment of the written representation letter prior to the licensing decision), and Annex IX (E) (Assessment of the future financial information) of the Club Licensing and Financial Fair Play Regulations for the purpose of participation in the 2020/21 season.

On 23 April 2020, the UEFA Executive Committee approved the "*Guidelines on eligibility principles for 2020/21 UEFA club competitions – COVID-19*"⁶. The objective of these guidelines was to provide guidance under which UEFA would accept clubs from member associations where domestic competitions would have been prematurely terminated, whilst ensuring that the principles of sporting merit, objectivity, transparency and non-discrimination were respected by member associations with a view to ensuring fair access to the UEFA club competitions notwithstanding the disruption caused by the COVID-19 pandemic⁷.

On 30 April 2020, the UEFA Executive Committee considered it necessary to take further action in order to address the scenario whereby a member association was not able to complete, in particular, a domestic cup and, therefore, could not determine a domestic cup winner that would enter the 2020/21 UEFA Europa League. To remedy this specific scenario, the UEFA Executive Committee decided that should a member association prematurely terminate for legitimate reasons (such as those outlined in the Guidelines) a domestic cup and, as a consequence, not be able to determine a domestic cup winner on sporting merit – in application by analogy of Article 3.04 of the [UEL Regulations](#) – the highest ranking non-qualified domestic championship club would qualify for the 2020/21 UEL at the stage initially reserved for the lowest ranking top domestic championship representative and, consequently, each representative of the domestic championship then would enter the competition at the stage initially reserved for the domestic championship representative ranked immediately above it⁸.

⁴ Media Release No. 19 of 1 April 2020 – *UEFA postpones all June national team matches*.

⁵ *Ibidem*.

⁶ A copy of the Guidelines is available using: https://www.uefa.com/MultimediaFiles/Download/uefaorg/General/02/64/17/45/2641745_DOWNLOAD.pdf (17.09.2020).

⁷ The Guidelines were limited in scope, i.e. to the top tier domestic competitions giving access to UEFA competitions for the 2020-21 season. Other domestic competitions (e.g. youth and amateur) fell within the exclusive remit of members associations and/or League.

⁸ Circular Letter No. 28/2020 of 30 April 2020 – *Entry to the UEFA Europa League (UEL) season 2020/21 - domestic cup winners*.

On 17 and 18 June 2020, the UEFA Executive Committee approved the key principles of the UEFA Return to Play Protocol and a second set of regulatory measures addressing, among others, the completion of the 2019/20 season, including changes to the relevant regulations in order to do so, the format and/or the calendar of the 2020/21 season and temporary emergency measures for club licensing and financial fair play. Specifically, the most important measures can be summarised as follows:

- for the 2019/20 season: the UEFA Executive Committee adopted the principle of quarter-finals, semi-finals and final to be played as a final eight straight knockout tournament for the UEFA Champions League (in Portugal), the UEFA Europa League (in Germany) and the UEFA Women's Champions League (in Spain). In regard to changes to the relevant regulations, the UEFA Executive Committee allowed for the registration of three new players on the List A under certain conditions, five substitutions per match in accordance with the temporary changes to the Laws of the Game and an increase in the number of substitutes allowed on the match sheet from seven to twelve for instance, all this with the idea to protect the health of players⁹.
- for the 2020/21 season: the UEFA Executive Committee was adamant to achieve the necessary separation between the final phase of the 2019/20 season and the following one, thus avoiding impact on the access list and on clubs potentially being involved in both competition phases. Therefore, the UEFA Executive Committee decided that the qualifying rounds of the UEFA Champions League and of the UEFA Europa League will be played in single legs (instead of home and away), with the only exception of the UEFA Champions League Play-offs which remained over two legs. With regard to the UEFA Women's Champions League, a new calendar was proposed¹⁰.
- for club licensing and financial fair play: the UEFA Executive Committee approved temporary emergency measures as part of an [Addendum to the Club Licensing and Financial Fair Play Regulations](#). These measures were developed by Working Group 2, which comprised of representatives of UEFA, ECA, EL and FIFPRO Europe, and aimed at taking into consideration the adverse impact of COVID-19 on the finances of clubs (e.g. short-term liquidity and revenue shortfalls).

On 9 July 2020, the UEFA Executive Committee approved, among others, further regulatory measures relating to the following:

- the **UEFA Return to Play Protocol** (hereafter "Protocol")¹¹. This document sets out the framework of sanitary and hygiene-related procedures – including in relation to testing – as well as operational protocols that will be applied when staging UEFA competition matches for both men's and women's clubs and national teams as well as youth club final tournaments from now on. To ensure proper implementation of the Protocol, UEFA requires:
 - each team participating in a match to appoint Medical Liaison Officer (hereafter "MLO") and a Protocol Compliance Officer (hereafter "PCO"). The MLO is responsible for ensuring that all the medical testing requirements in the Protocol are fulfilled, for liaising with the testing service provider in charge of

⁹ Media Release No. 28 of 17 June 2020 – *UEFA competitions to resume in August*.

¹⁰ *Ibidem*.

¹¹ A copy of the Return to Play Protocol is available using: https://editorial.uefa.com/resources/0260-100e7c679cbe-70a859716160-1000/uefa_return_to_play_protocol_20200805095906.pdf (17.09.2020).

testing, as well as for receiving all SARS-CoV-2-RNA test results and sharing the list of individuals negative results with UEFA whereas the PCO is entrusted with the responsibility to ensure that the travel, accommodation and general hygiene and social distancing measures are respected at all times.

- the host team to appoint a Hygiene Officer (hereafter “HO”) responsible to review the operational principles of the Protocol with the relevant local authorities and to ensure that all the principles and appropriate hygiene measures set out therein are correctly implemented at the venue.
- the Match Delegate (hereafter “MD”) to check that the UEFA Protocol and hygiene measures are implemented at the venue and to review all entry procedures and the zoning concept and access protection at the stadium.

In addition to the above, UEFA has established a UEFA Protocol Advisory Panel composed of virologists, laboratory experts, and medical doctors, which is tasked with advising UEFA on any medical questions related to SARS-CoV-2-RNA testing. Further, the Protocol sets out international and local travel procedures (e.g. hygiene measures to be taken during flights, at the hotel or the stadium) and pre-departure testing and testing at the match location.

In short, the Protocol establishes the conditions for the resumption of UEFA competitions following the interruption caused by the COVID-19 pandemic.

- the playing of UEFA matches behind closed doors until further notice. The UEFA Executive Committee clarified that this measure would apply to all single leg matches played during the 2020/21 UEFA Champions League and the 2020/21 UEFA Europa League qualification phase for reasons of sporting fairness.

On 22 July 2020, the UEFA Executive Committee decided to anticipate the cut-off date for yellow cards received by players and staff after the Round of 16 instead of the quarter-finals, i.e. two matches before the final. The rationale of the decision was that the remaining stages of the UEFA Champions League and the UEFA Europa League, i.e. the quarter-finals and semi-finals rounds, had been previously reduced to single-leg matches by the UEFA Executive Committee¹².

On 3 August 2020, the UEFA Executive Committee approved an [Annex](#) to the Regulations of the UEFA Champions League (2020/21 season), respectively the Regulations of the UEFA Europa League (2020/21 season)¹³. The adoption of this Annex was justified by the environment created by the COVID-19 pandemic and in particular, the various travel restrictions which have been imposed across the continent due to the persistence of the sanitary crisis¹⁴. In effect, the Annex aims to guarantee as much as possible the start and continuity of the qualifying phase and play-offs of the UEFA Champions League and the UEFA Europa League.

¹² Media Release No. 32 of 3 August 2020 – *UEFA Executive Committee announces decisions related to UEFA club competitions*.

¹³ The Annex I – Special rules applicable to the qualifying phase and play-offs due to COVID-19 regulates the following issues: venue and country restrictions imposed by the relevant national/local authorities, testing and player eligibility, potential rescheduling of matches and specific rules aimed at reducing the deadlines for protests and appeals. See CAS 2020/A/7356 *ŠK Slovan Bratislava v. UEFA & KÍ Klaksvík*, award of 1 October 2020, para. 60 ff.

¹⁴ For a distinction between “travel restrictions” and “travel conditions” in this regard, see CAS 2020/A/7356 *ŠK Slovan Bratislava v. UEFA & KÍ Klaksvík*, award of 1 October 2020, para. 87 ff.

On 13 August 2020, the UEFA Executive Committee acknowledged the need to alleviate the burden on member associations, safeguard young athletes and preserve the youth national team competitions and, accordingly, decided to either cancel or postpone, whenever possible, UEFA youth national team competitions¹⁵.

On 25 August 2020, the UEFA Executive Committee confirmed the decision dated 9 July 2020 to play UEFA matches behind closed doors until further notice. The UEFA Executive Committee decided, however, to exceptionally allow the 2020 UEFA Super Cup to be played on 24 September 2020 in Budapest with a reduced number of spectators – up to 30 % of the capacity of the stadium – in order to study precisely the impact of spectators on the Protocol¹⁶.

On 29 August 2020, the UEFA Executive Committee acknowledged that positive COVID-19 cases from tests conducted before national team matches may result in groups of players or entire teams being placed into quarantine and member associations being unable to field a team for a specific match, following a decision of the relevant competent national/local authority. Therefore, the UEFA Executive Committee clarified that should a group of players of a team be placed into mandatory quarantine or self-isolation following a decision of a competent national/local authority, the match will go ahead as scheduled as long as the team has at least thirteen players available (including at least one goalkeeper). The UEFA Executive Committee further provided guidance regarding the rescheduling of the match and specified the consequences if said match could not be played¹⁷.

On 15 September 2020, the UEFA Executive Committee decided to postpone and amend the format of three competitions due to the current COVID-19, specifically the 2019/20 UEFA Under-19 Championship, the 2020/21 UEFA Women's Champions League 2020/21 UEFA Futsal Champions League¹⁸.

On 24 September 2020, the UEFA Executive Committee adopted past regulatory measures, notably by deciding to:

- approve, after an agreement with ECA and EL, a new calendar for European national team matches for the international windows of March and September 2021. Specifically, the UEFA Executive Committee authorised triple headers during these periods instead of double.
- extend the possibility for clubs and national teams to substitute five players during the remainder of the season and, where relevant, increased the number of players possibility allowed on the match sheet, all with the aim to protect the health of players.
- approve special rules for the [group stage](#) of the UEFA Champions League and UEFA Europa League and for the [qualifying round and Round of 32](#) of the UEFA Women's Champions League¹⁹.

¹⁵ Media Release No. 34 of 13 August 2020 – *UEFA postpones youth national team competitions.*

¹⁶ Media Release No. 38 of 25 August 2020 – *UEFA Super Cup to test partial return of spectators.*

¹⁷ Media Release No. 40 of 31 August 2020 – *UEFA Executive Committee approves new principles for upcoming national team matches.*

¹⁸ Media Release No. 43 of 16 September 2020 – *UEFA women's, futsal and youth competitions postponed to November.*

¹⁹ Media Release No. 47 of 24 September 2020 – *Two triple-headers approved for 2021 March and September national team windows.*

- amend the *UEFA Return to Play Protocol* (hereafter “Amended Protocol”)²⁰. The Amended Protocol builds not only on the experience gained when implementing the Protocol but also considers the evolution of the COVID-19 pandemic, including the most recent decisions of local and national governments. Accordingly, the UEFA Executive Committee has refined the Amended Protocol, notably as follows:
 - men’s U21 matches and centralised A-national team friendlies are now subject to the Amended Protocol.
 - the MD needs to ensure that entry procedures to the stadium include team and official temperature checks and negative test certificate controls. The MD is now assisted by a Protocol Monitoring Officer in order to observe the application of the Amended Protocol and complementing any shortcomings.
 - teams must implement a rigorous contact tracing programme. This programme must keep careful note of interactions between persons in the group such as when seated on planes/buses, mealtimes, keeping track of training interactions, any medical care interactions and social exchanges. The PCO oversees the contact tracing programme.

On the same day, UEFA and the Hungarian Football Federation welcomed fans back to the stadium for the first time in months on the occasion of the 2020 UEFA Super Cup, as per the decision of the UEFA Executive Committee dated 25 August 2020. This event was a test pilot to study the return of spectators, who have been requested to comply with strict guidelines to ensure a safe environment (e.g. maintaining social distancing, wearing a face mask when social distancing cannot be respected, staying in specially marked queuing lanes or places, complying with maximum occupancy indicators and allowing for thermal cameras to scan their body temperature)²¹.

On 1 October 2020 and based on the successful return of spectators during the 2020 UEFA Super Cup, the UEFA Executive Committee authorised spectators of the home team only to attend UEFA football competitions matches (i.e. with the exception of futsal), i.e. up to 30% of the relevant stadium’s seating capacity and subject to the applicable local/national law including with regard to social distancing measures and capacity thresholds²². To facilitate the safe return of spectators, the UEFA Executive Committee approved the [UEFA Minimum Health & Hygiene Requirements for the Return of Spectators](#), a document which aims at defining the minimum requirements that national associations and clubs shall implement in order to resume UEFA competition football matches with the attendance of spectators.

2. What economic/commercial measures (implemented or proposed) have been taken to supports sports stakeholders in light of the COVID-19 pandemic?

On 23 April 2020, the UEFA Executive Committee approved amendments to the [UEFA HatTrick IV Regulations](#) and [UEFA HatTrick V Regulations](#). These amendments served the

²⁰ A copy of the Amended Protocol is available using: https://editorial.uefa.com/resources/0262-108131a4de88-9d268d19c84f-1000/uefa_return_to_play_protocol_v2.pdf (05.10.2020).

²¹ Information on the *UEFA Super Cup* and related health requirements are available using: <https://www.uefa.com/insideuefa/about-uefa/news/0261-10735cb08dbd-62041a47bb3c-1000--safety-message-for-super-cup-fans/?iv=true> (29.09.2020).

²² Media Release No. 49 of 2 October 2020 – *UEFA allows return of fans at maximum 30% of capacity pending approval of local authorities*.

purpose to grant UEFA member associations with additional flexibility in their use of the HatTrick funding²³. Specifically, the UEFA Executive Committee authorised the following:

- The UEFA member associations may use the annual HatTrick incentive payments that have not yet been paid for the 2019/20 season (up to €400,000) and those for the 2020/2021 season (up to €2,400,000) for COVID-19 needs. The UEFA member associations must however report to the UEFA administration how they use such funds for this purpose²⁴.
- The UEFA member associations may use up to 33% (equal to €1,500,000) of the total HatTrick investment funding available during the period 2020/21-2023/24 (€4,500,000) for COVID-19 needs. The UEFA member associations must however follow the same procedure as set out in Annex A of the UEFA HatTrick V Regulations to receive financial support.

In total, UEFA has released €236.5m to help its 55 member associations meet the challenges of COVID-19 in their respective countries.

On the same day, the UEFA Executive Committee also approved the immediate release of the club benefit payments related to the UEFA Nations League and EURO 2020 Qualifiers, as part of the clubs' contribution to UEFA national team competitions for the 2018-20 period²⁵. Specifically, the UEFA Executive Committee decided to advance the payment of the clubs benefit originally scheduled on the completion of the European Qualifiers play-offs (which had to be postponed to October and November 2020) and committed that payments to clubs would be made as follows instead:

- €50m to clubs having released players for the 39 national teams not involved in the European Qualifiers play-offs.
- €17.7m to clubs having released players for the 16 national teams taking part in the European Qualifiers play-offs (not including payments for the play-off matches, which will be paid on completion of the play-offs).
- The balance of €2.7m – related to players released for the play-offs – to be distributed upon completion of the play-off matches.

The €70m above constitute an integral part of the €200m available for distribution to clubs as agreed in the Memorandum of Understanding (MoU) between UEFA and the ECA²⁶, which was renewed in 2019. The remaining €130m will be distributed among the clubs releasing players for the UEFA EURO 2020.

In total, UEFA has provided financial assistance to 676 clubs spread over the 55 member associations in amounts ranging from €3,200 up to €630,000 for the release of their players²⁷.

²³ Information on the *UEFA HatTrick Programme* is available using: <https://www.uefa.com/insideuefa/football-development/hattrick/> (15.09.2020).

²⁴ If the UEFA member associations have already used the annual HatTrick incentive payments for the 2019/20 season as originally foreseen by the UEFA HatTrick IV Regulations or decide to use the annual HatTrick incentive payments for the 2020/21 season as originally foreseen by the UEFA HatTrick V Regulations, all the related articles, annexes and guidelines remain in force.

²⁵ Media Release No. 22 of 23 April 2020 – *UEFA EURO 2020 club benefits paid in advance*.

²⁶ Art. C.4 of the MoU between UEFA and ECA dated 6 February 2019.

²⁷ Media Release No. 22 of 23 April 2020 – *UEFA EURO 2020 club benefits paid in advance*.

On 17 and 18 June 2020, the UEFA Executive Committee decided that the venues appointed to host the UEFA Champions League finals, the UEFA Europa League finals and the UEFA Women's Champions League, as the case maybe, would be put back by one year in each case²⁸.

The COVID-19 pandemic has certainly proven to constitute the most unprecedented challenge for the football industry in the last decades. Yet, UEFA – supported in its actions by ECA, EL and FIFPRO Europe – has shown a high level of resilience, notably by adopting a series of regulatory and economic/commercial measures aimed at allowing for the completion of the 2019-20 season and providing guidance to UEFA member associations in this regard, adapting competitions format whenever necessary, guaranteeing a safe return to play for players and now for spectators in the stadium in addition to alleviating the financial situation of members of the football family, such as UEFA member associations or clubs. While the evolution of the COVID-19 pandemic and its long-term consequences are largely unknown at the present time, UEFA will continue to adapt its response based on the needs of the football industry and the latest recommendations by the relevant health authorities.

²⁸ UEFA Champions League Finals: Istanbul (2021), St Petersburg (2022), Munich (2023) and London (2024). UEFA Europa League Finals: Gdańsk (2021), Sevilla (2022) and Budapest (2023). UEFA Women's Champions League Finals: Gothenburg (2021), Turin (2022) and Eindhoven (2023).

SECTION II

THE “BIG FIVE” LEAGUES

ENGLAND

By *Tiran Gunawardena*¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

With the Premier League and Championship having restarted in June 2020, the 2019/20 season was successfully concluded in July and August 2020 respectively. The League One and League Two (i.e. the third and fourth divisions of the English football pyramid) seasons were terminated prematurely, however the promotion and relegation play-offs took place behind closed doors, as was the case with all other professional matches conducted in England for the remainder of the 2019/20 season.

The Women's Super League and Women's Championship seasons were also terminated prematurely, promotion and relegation decided on a points per game basis.

The men's 2020/21 season started, behind closed doors, on 12 September 2020. The first two women's divisions kicked off on the weekend of 5 September 2020.

In addition, the UK Government has confirmed that tiers 3-6 of the National League System, tiers 3-6 of the Women's Football Pyramid and outdoor grassroots football, can continue as an exemption to its latest planned measures in response to COVID-19, which among other things include limiting gatherings to groups of 6.

The FA has issued (and continue to update) guidance² on the safe return to both competition and training. These include protocols for training sessions, competitive matches, and steps to be taken in the event that a player tests positive for COVID-19.

With effect from 2 December 2020, fans were allowed to attend matches, but at a limited capacity of 4,000 in 'Tier 1' UK lockdown areas and 2,000 supporters in 'Tier 2' areas.

- 2. *Has the Government/Federation/League adopted (and updated) 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***

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² The FA, COVID-19 FAQs. Updated as of 23 September 2020. Accessed online: <https://www.thefa.com/-/media/thefacom-new/files/get-involved/2020/fa-COVID-19-faqs-23-september.ashx>

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.

With the 2020/21 Premier League and Championship seasons underway, Premier League players and staff will continue to be tested frequently for coronavirus.

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)?

In May 2020, the government also 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.

The FA have issued guidelines (in the form of FAQs³) addressing the return to competitive football and training.

The EFL too have devised their own policy, ‘Matchday Operations Guidance Behind Closed Doors’⁴, which include pre-matchday and matchday guidelines, as well as protocol for media and broadcasters.

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

³ Ibid.

⁴ EFL, Matchday Operations Guidance Behind Closed Doors. <https://www.efl.com/siteassets/image/201920/COVID-19-documents/return-to-playing-behind-closed-doors-guidance-final-version-cb.pdf>

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%.

The furlough scheme was set to end on 31 October 2020, but the government have put in place (and continue to devise) arrangements to incentivise employers to keep hold of their employees. However, with the imposition of a second national lockdown, the Scheme was extended until 31 March 2021 and the government will review the scheme in January 2021

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

At the start of the pandemic, the Premier League advanced funds of £125m to the EFL and National League. The EFL 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. The players' union (PFA) also has a hardship fund from which players can apply to claim assistance.

In early December 2020, the Premier League and EFL agreed to a £250m rescue package for clubs in the EFL (i.e. the second, third and fourth divisions). According to the terms of the deal, the Championship was given a £200m interest free loan, while League One and League Two were given a £50m grant.

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 furlough scheme for financial assistance. It remains to be seen how these clubs will be affected once the furlough scheme is brought to an end on 31 October 2022.

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.

In a significant development, the EFL proposed the implementation of a fixed salary cap for League One and League Two clubs, in the form of new salary cap regulations. These regulations were voted in by clubs in Leagues One and Two, however, the PFA have challenged the EFL’s enforcement of these regulations, on the basis that the EFL did not follow due process (by consulting the PFA) in implementing these regulations. While there are divergent viewpoints on the merits of a hard salary cap in English football, it remains to be seen whether the new salary cap regulations will withstand legal challenge.

(For full disclosure the author’s firm Mills & Reeve LLP has been advising the PFA and its members throughout the COVID-19 crisis, including on its challenge to the salary cap for League One and League Two.)

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. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.***

In short, no. The only cases where this issue tends to arise in an employment law context is around the legitimacy of strike action in blue collar industries (e.g. railway workers). We do not consider it likely to be relevant in a footballing context.

We have had a few clubs threaten the frustration argument (however we are not aware if any such claims have materialised) but nothing around force majeure.

10. *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 proposed that expiring contracts (which were due to expire on 30 June 2020) should be "*extended until such time that the season actually does end.*" However, as per question 6 above that could not be unilaterally imposed by clubs on players under English employment law. If a player wished to become a free agent on 30 June 2020 when his contract was set to expire, then he was entitled to do so. Whether it made financial sense for him to do so is a different question.

It is worth noting that at the end of the 2019/20 season, the Premier League confirmed that players and clubs could agree to short term extensions until the season ended (so long as both parties agreed to such an extension). The EFL earlier stated that players who left their clubs as free agents after 30 June 2020 and signed for another club could not play for their new clubs until the 2020/21 season commenced.

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

a. *Broadcasters;*

Last season, the 92 Premier League matches that were played after the restart, were split amongst Sky Sports (64), BT Sport (20), BBC (4) and Amazon Prime (4). Sky was given 25 more fixtures than originally agreed, which were broadcast on their free-to-air channel. In total, 29 matches were free to watch.

The start of the 2020/21 season has seen all matches broadcast on television. Sky Sports and BT Sport collectively broadcasted 26 of 28 games scheduled to be played in September. BBC and Amazon Prime had one game each.

It has been reported, at the time of writing, that the Premier League forecasts the next domestic TV broadcast deal could fall significantly - by up to £675 million⁵.

It is also worth noting that a few managers (notably Jurgen Klopp at Liverpool) have voiced complaints about their players having to abide by early kick-off times on Saturdays after having played mid-week UEFA Champions League fixtures. Some blame has been directed by these managers towards the broadcasters. However, whilst these complaints certainly have merit in terms of player safety and wellbeing, it is the broadcasters' money which is largely keeping the game afloat – so it is a difficult balancing act. In this compacted season, player burnout and

⁵ Tom Morgan and Ben Rumsby, "Premier League braced for £675 m slump in TV revenue", The Telegraph, 24 September 2020. <https://www.telegraph.co.uk/football/2020/09/24/premier-league-braced-675m-slump-tv-revenue/>

early (or ‘prime time’) kick off times during UEFA Champions League game weeks will continue to be a topical issue.

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.

12. 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.

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

As noted previously, it was predicted that dozens of clubs in the EFL could potentially face administration/insolvency in the next few months unless things change, and that seemed to be the case over the last few months.

In September 2020, Macclesfield Town FC went into liquidation, following a winding up order from the High Court. The club had been in financial turmoil from even before the COVID-19 pandemic, which was only exacerbated by COVID-19.

Wigan Athletic are another club in the midst of financial difficulty. Having played the 2019/20 season in League One, they were relegated to League Two, following a points deduction on account them going into administration in June 2020. The club are currently in administration, still without an owner and a recent bidder was believed to have backed out at the last minute. While they were permitted by the EFL to start the 2020/21 season without an owner, it is believed that the club will require a bid upwards of £3million if they are to survive the season.

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.

However, given that football is destined to continue mainly ‘behind closed doors’ for the foreseeable future (save for the very limited number of fans allowed back in stadiums), the future for clubs, particularly those lower down the pyramid is bleak. This is primarily because lower league clubs rely heavily on matchday revenue (as opposed to broadcast revenue at the higher levels of the game), so the absence of fans has a significant impact on their finances. It remains to be seen how quickly the national COVID vaccination programme (which has commenced as of December 2020) will speed up the return of more fans into stadiums.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

A key talking point over the summer was a Saudi Arabian-backed consortium’s bid to buy Newcastle United, which eventually fell through in July 2020, as it failed to obtain the approval of the Premier League. Newcastle United claimed that the Premier League blocked the takeover, but the League has stated that it did not block the deal and instead blamed the Saudi Arabian-backed consortium for failing to produce the required information. Newcastle’s current owner Mike Ashley is understood to be considering legal options against the Premier League for blocking the club’s sale.

Lower down the pyramid, in what is one of the more unlikely football club takeovers we’ve seen in recent years, Hollywood stars Ryan Reynolds and Rob McElhenney invested in Wrexham AFC⁶, in a takeover reported to be worth £2 million.

Players Harry Kane and Hector Bellerin were also reported to have invested in Leyton Orient and Forest Green Rovers respectively.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

The government had initially allowed the return of (limited) fans to stadia, in a phased manner, starting from October 2020. However, these plans were put on hold, following a resurgence of COVID-19 cases in the United Kingdom and a second lockdown.

However, as noted previously, with effect from 2 December 2020, fans were allowed to attend matches, but at a limited capacity of 4,000 in ‘Tier 1’ UK lockdown areas and 2,000 supporters in ‘Tier 2’ areas.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

There have not been any publicly announced measures at this stage.

⁶ BBC Sport, “Ryan Reynolds: Hollywood Star in Wrexham takeover bid”. <https://www.bbc.co.uk/sport/football/54274142>

FRANCE

By Jean-Michel Marmayou¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

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

On 11 May 2020, the Ministry of Sports published *post-lockdown guidelines* for sporting practice, intended for high-level athletes and professional athletes² and another one for collective sports³.

The 2020/21 season began on 21 August 2020 according to a protocol established by the Professional League.

2. ***Has the Government/Federation/League adopted (and updated) 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 specific protocol has been officially established by the Government yet .

Moreover, the decree n°2020-663 of 31 May 2020 prescribing the general measures necessary to deal with the epidemic of COVID-19 within the framework of the state of health emergency, was repealed on 11 July 2020.

When the championship resumed, a health protocol had been decided by the professional league. It was modified on 2 September 2020 after two days of the championship. This new protocol, developed in agreement with the public authorities, specifies in particular that the matches of Ligue 1 and Ligue 2 will be played as long as 20 players (including a goalkeeper) out of a workforce of 30 will test negative.

- 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)?***

While the championship resumed with a specific protocol established by the professional league, the organization of matches is nonetheless subject to government regulations which

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² Available: <http://www.sports.gouv.fr/IMG/pdf/sportsguideshnetprofessionnels.pdf>

³ Available: <http://www.sports.gouv.fr/IMG/pdf/sportsguidepratiquesalternatives.pdf>

depend on the department in which they take place. Thus, the maximum gauge is 5000 spectators but if the department is in the red zone, the prefect can decide that the match will take place behind closed doors.

Since October 30, 2020, a new confinement has been decided on the entire territory of France. Therefore, all professional football matches are played behind closed doors, and training and matches in amateur categories are prohibited.

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.

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

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

During the confinement period (lockdown), 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.

These mechanisms are no longer in force since the end of first lockdown.

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

- 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.***

It is up to the judges to say, case by case, whether a situation is a case of force majeure or not, it being understood that force majeure is characterized by an unforeseeable, irresistible event external to the parties.

- 10. *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.

- 11. *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.

Since the resumption of the championships, the new main broadcaster (Médiapro) refuses to pay the monthly installments it owes. A judicial conciliation procedure is underway to find a solution (payment, reduction of the invoice, termination of the contract).

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).

- 12. *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

- 13. *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

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

Not yet.

The Troyes club was purchased by the Manchester city group, but the operation was already underway before the epidemic.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Before the second confinement decided on October 30, 2020, no public gathering could in principle exceed 5,000 people, it being specified that according to the epidemic pressure in the department, the prefect could take measures further limiting the gauge until deciding more radically a closed door. Since October 30, 2020, all professional matches have been played behind closed doors.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

A second confinement was decided due to the second wave of Covid 19. The professional championships have not been stopped but all matches must be played behind closed doors with very strict health protocol.

GERMANY

By Philipp S. Fischinger¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/20 professional football season was completed as far as the first three male divisions (Bundesliga [first division], 2. Bundesliga [second division], 3. Liga [third division]) and the first two divisions of female soccer (Frauen-Bundesliga [women first division], Frauen 2. Liga [women second division]) are concerned. This includes the male and female DFB-Pokal [cup competition].

2. ***Has the government/federation/league adopted (and updated) 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***

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.²

- 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)?***

Since the re-start of the 2019/20 season, the same rules of the game apply as before. The only alteration of rules of the game concerns the number of players that can be substituted during a game. In accordance with FIFA-Regulations it was raised from 3 to 5. This alteration will also be applicable in the 2020/21 season.

The format of competition was, in principle, not altered. The only noticeable difference is, that in the DFB-Pokal many lower division teams voluntarily relinquished their right to play in their own stadium, thus avoiding the costs for implementing the strict hygiene requirements.

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 concept³ of the Task Force Sportmedizin/Sonderspielbetrieb (cf question 3c).

¹ Fischinger holds the Chair for Private Law, Labor Law, Commercial Law and Economic Law and Sports Law at the University of Mannheim, Germany.

² 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>

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

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.

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) 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 each⁴. 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 future⁵.

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)⁶. 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.

⁴ Cf. <https://www.dfl.de/de/aktuelles/dfl-unterstuetzt-regional-und-landesverbaende-des-dfb/>

⁵ Cf. <https://www.dfb.de/news/detail/gruenes-licht-fuer-task-force-wirtschaftliche-stabilitaet-3-liga-215787/>

⁶ From this solidarity acts exempted are clubs whose first team or male team plays in the 1st Division.

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 findings⁷. 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.

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?

Given that German employment law does not make it easy for clubs to reduce wages, clubs in general have to rely on the player’s consent to a suspension of payment or a salary reduction. While the 2019/20 season was suspended, there were many cases of players agreeing to temporary wage reductions, e.g. 20 % (Bayern Munich, Eintracht Frankfurt) or 10-20 % (Borussia Dortmund)⁸.

Even now many clubs still face financial difficulties. Therefore, wage suspensions or cuts are still very important issues. It is not to expect that this situation will change quickly as only a very small numbers of supporters are allowed in the stadia for the foreseeable future. Most clubs therefore try to negotiate with their players for voluntary salary reductions. Most recently, Werder Bremen negotiate a wage cut with its players; details were not released but it is estimated that 10 % are waived and 10 % are abandoned temporarily.⁹

1. Do clubs negotiate with players, individually?

Although a player’s union exists (“Vereinigung der Vertragsspieler”, VDV), collective bargaining agreements and agreements with works councils are virtually non-existent in

⁷ Cf updated version: https://media.dfl.de/sites/2/2020/05/2020-05-12-Task-Force-Sportmedizin_Sonderspielbetrieb_Version-2.1.pdf

⁸ Cf overview at <https://www.sport.de/diashow/sl4707/gehaltsverzicht-bundesliga-uebersicht-geld-prozent-bvbfc-bayern/text/#slide=1>

⁹ <https://www.deichstube.de/news/werder-bremen-gehaltsverzicht-einigung-spieler-streit-geld-aerger-coronavirus-kein-kfw-kredit-bundesliga-zr-13602599.html>

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. ***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?***
7. ***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 (“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.

8. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

If the parties of an (employment) contract did not take into account a significant later development (such as the suspension or abortion of the season 2019/20), it is possible to adjust the contract by either the concept of “supplementary contract interpretation” (“ergänzende Vertragsauslegung” or the “disruption of the contractual basis” (“Störung der Geschäftsgrundlage”). However, the importance of both legal instruments is rather limited. In

particular, both instruments do *not* allow the employer to reduce wages one-sidedly (for this, other legal instruments might be applicable).

9. *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. 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 window¹⁰

10. *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.

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 DFB Sportgericht (“Sports court”) that had suspended all proceedings in June 2020 has resumed its work. However, it had granted wrongdoing clubs a 25 % discount on all monetary penalties.¹¹

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.

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

¹⁰ Cf overview at <https://www.dfb.de/news/detail/wechsel-fristen-nachwuchs-die-dfb-anpassungen-im-ueberblick-214634/>.

¹¹ https://www.dfb.de/verbandsservice/verbandsrecht/news-detail/?tx_news_pi1%5Bnews%5D=218035&cHash=ce706b24b6e0b54cd4062e32a80e003b

The 1. FC Kaiserslautern, currently playing in the 3. Liga, is involved in insolvency proceedings. The corona-virus and its impact on professional soccer certainly was the “trigger” for that but not the (only) cause – Kaiserslautern is facing financial problems for a long period of time.¹² 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.

13. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No. This might be because in Germany an investor can’t acquire the majority of the capital company that runs the soccer team because of the “50+1-Regel”. This rule stipulates that if a registered association outsources its soccer team on a capital company, the association at any point must hold at least 50 % plus one vote on the capital company.

14. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

On 15 September 2020, all German states agreed on a six week trial period during which all clubs are allowed to let spectators into the stadia. 20 % of the respective stadium’s capacity can be filled with spectators. The situation will be re-evaluated at the beginning of October.¹³ Although this is a promising development, still clubs will suffer substantial losses. The spectators will have to stick to a strict hygiene concept. If they violate that, the DFL will most likely fine the home club (as happen to 1. FC Heidenheim following the breach of hygiene rules by the players wife watching the game in the stadium).¹⁴

15. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

Specific plans that differ from the actions already taken during the first wave were not related to the general public. This might be because German soccer managed the first wave comparatively and relatively well.

¹² For the consequences of a club insolvency on employment relationships and sporting competitions cf (in German) *Fischinger/Knauer*, Causa Sport 2020, p. 168; *Fischinger*, Kicker of August 8, 2020, p. 41 (<https://www.kicker.de/781378/artikel/insolvenzverfahren-das-risiko-fuer-klubs-und-spieler>).

¹³ <https://www.kicker.de/zuschauerfrage-bund-und-laender-einigen-sich-auf-sechswöchigen-testbetrieb-784709/artikel>.

¹⁴ <https://www.sportbuzzer.de/artikel/heidenheim-bremen-relegation-straft-dfl-zuschauer-corona-bundesliga-reaktion/>

ITALY

By Salvatore Civale¹ and Alessandro Coni²

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

Yes, the 2019/20 was completed, following its postponement, and it ended on 2 August. The 2020/21 season for Serie A starts with a slight delay on 19 September 2020, the second-tier league Serie B starts on 25 September. Teams are still subject to a sanitary protocol, which entails the testing of each member of the club and his/her possible isolation in case he/she is tested positive to coronavirus. Games shall continue to be behind closed doors, even if the possibility to grant the access to a limited number of supporters is currently under discussion. A maximum of 1 thousand people is now allowed to attend sports events staged in open places, provided that security measures (distance, masks, dedicated entrances) are followed. It was announced that Lega Serie A, the Italian football's governing body, is working on a plan to reopen grounds at quarter capacity. The appointed technical committee has anticipated its negative opinion, but the Ministry of Sport is confident of being able to implement measures for the progressive reopening of stadiums on a percentage basis for all the sports.

- 2. *Has the Government/Federation/League adopted (and updated) 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***

Rules governing the post-lockdown resume to play are still in force. the Italian Football Federation (F.I.G.C.) issued separate guidelines for professional players, amateurs, women and referees. According to the guidelines of the F.I.G.C., each club must identify the training facility and the people allowed to get inside. People are divided in groups, in consideration of their activity and role. Clubs are required to submit everyone to screening tests. A screening test is provided for each member of the team the first day he/she joins the training camp. A daily monitoring of the temperature is mandatory. If a member is tested positive he/she is subject to prompt isolation and all the members of his/her group would be isolated, too. Then each member of the club undergoes to a test every 48 hours for 14 days. To this date such protocol has been activated in some cases with encouraging results.

- 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 format of the championships remains the same. The ability to make up to five substitutions during each match has been extended to the 2020/21 season. Games are meant

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to be played in front of a limited number of supporters (1000), but the possibility to ease such limitation is 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?*

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 financial measures to support workers and avoid liquidity shortages for companies (such as granted credit for companies, lump sums for workers). Special provisions have been issued in favour of the sport sector. A “*fund for the revitalization of the national sports system*” has been created and it is still active. The relevant resources are administrated by the competent Ministry to support the recovery of the national sports system. As other companies, football clubs may access to guaranteed credit funds. 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 clubs³. One Serie A club (S.P.A.L.) has officially requested to access to such credit fund.

The Government reserved a sum equal to €600 a month (non-taxable) compensating sports workers for loss of income during the months from March to June.

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

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

On 4 June 2020 the the Italian Football Federation (F.I.G.C.) 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:

³ Elio Andrea Palmitessa, ‘*Financing Football Clubs*’, slides presented during LawInSport Football Law Digital Conference 2020 on 2 June 2020.

- 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.
- A “Salva Sport” (Save Sport) has been created, too. The 0,5% of the revenues coming from all sports betting shall be allocated to finance such fund.

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 have adhered to the Federation’s guide lines currently in force.

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

In view of the full regular resume of the 2020/21 season there should be no issue to tackle. Some clubs found an agreement with the players with respect to the previous season. No agreement has been made public regarding this season, yet.

6. Do clubs negotiate with players, individually?

Considering the experience of the last season it is possible to foresee that should be the case each club shall negotiate with its own players.

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

There was no negotiation on collective basis carried out by any association on behalf of professional 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?)?

Force Majeure is not expressly provided 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 spread of COVID-19 was initially preventing players from performing their obligations. Then, the championship resumed and players were able to regularly perform their contracts for the remainder of the season.

9. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate***

There are no notable cases concerning the relationship between the concept of ‘force majeure’ and COVID-19 in respect of employment contracts.

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

The provision issued by the the Italian Football Federation (F.I.G.C.) mention the FIFA Document on “COVID-19: Football Regulatory issues”. There has been no other official reaction to the FIFA guidelines. It is worth noting that the Italian Government issued a ban of individual and collective dismissals. According to such measures only dismissals for just cause, failure of the probationary period and natural expiry of the fixed-term contracts remain out of the ban. The ban has been recently eased on August and it is meant to last until October.

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

a. Broadcasters

The main broadcasting rights agreements (Sky, DAZN) are still in force, even though Lega Serie A and Sky are currently disputing before courts over the amount of rights fees due by the broadcaster in respect of the 2019/20 season, depending on the postponement of the games and the changes related to the calendar.

b. Sponsors

Certain football clubs’ sponsorship agreements have changed during the last months, but there is no official statement linking any such variation to COVID-19. An increasing number of clubs is closing new sponsorship agreements especially for single games. The general prohibition to play before the public is reducing the revenues from all the sponsorships related to the stadium, save for those concerning the LED displays around the fields and in the interview areas.

Government issued certain measures to support the sponsorship market, including a 50% tax credit for companies sponsoring leagues and sports teams during the second half of the 2020.

12. ***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 judicial activities resumed last June, in accordance to certain guidelines providing the hearings to be held remotely by virtual video-conferences, pursuant to specific criteria aimed at granting the integrity of the process.

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

No case of insolvency has been put in direct connection with COVID-19, even though the economic crisis following the spread of coronavirus may have affected the already compromised financial stability of some clubs.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

The 20 clubs being part of the Lega Serie A have recently decided to create an in-house media company mainly to manage tv rights and commercial rights. The Lega Serie A assembly shall now evaluate the two proposals it received from private equity companies for the purchase of stakes in the newco. One is from a consortium consisting of CVC Capital Partners, Advent and Italian Fondo Strategico Italiano for a 10% stake in the newco valued at around €1.63bn. The second one is from Bain Capital and NB Renaissance Partners, which have made a €1.35bn offer for the same 10% stake. There was another offer on the table, Fortress along with Apax and Three Hills Capital Partners were previously said to have made a proposal, but the League decided to focus on the other two, concerning only the media newco.

AS Roma has been currently purchased by the U.S.A. based Friedkin Group, which bought the controlling stake from the previous owner (a U.S.A. investment firm).

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Supporters can attend sports events. A maximum number of 1,000 people are allowed, provided that they comply with certain rules, including wearing a mask and sitting at a distance. It is currently under discussion the possibility to ease the limitation and grant the access on a percentage basis in respect of the total number of seats available in the stadiums.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

There is no specific plan, considering the uncertainty of the possible evolution of the spread and the stable number of cases that are currently registered in the country. In view of the measures adopted by the Federation and the leagues it is possible to foresee a prompt response in case of a second wave, which may gradually increase from single isolation of individuals to the complete stop of all the championship.

Should a team be prevented to play due to a COVID-19 outbreak among the players, there was not a specific rule to apply, providing a postponement of the game or awarding the victory. Consequently, following an increased number of cases among the players of a single team, Serie A approved a new regulation. Clubs are allowed to play until they have less than 13 available footballers including one goalkeeper. Notwithstanding the above, in the event a COVID-19 outbreak occurs in a team with more than ten players tested positive within a week, the affected club has the right to request the postponement of a match. Each single club may exercise this right only once during a season.

SPAIN

By Josep Francesc Vandellos Alamilla¹

- 1. Was the 2019/2020 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?**

The LaLiga 2019/2020 was completed in both LaLiga Santander and LaLiga Smartbank (first and second division) in July 2020. Furthermore, lower tier football divisions organized by the RFEF were completed. Instead la Liga Iberdrola (women's football first division) was eventually cancelled and FC Barcelona declared champion².

The season 2020/2021 started on 12 September 2020 for both the first and second professional divisions³.

The Primera Iberdrola is set to start on 4 October 2020 and lower tier football (2B and 3^a divisions) will start on 18 October 2020⁴.

- 2. Has the Government/Federation/League adopted (and updated) 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 2020⁵. Around that time, the President of the Spanish government also announced that professional competitions would have resumed in June 2020.

On 16 May 2020,⁶ 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

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² <https://www.fcbarcelona.es/es/noticias/1666453/campeonas-de-la-primera-iberdrola-201920>

³ <https://www.rfef.es/noticias/segunda-division-b-y-tercera-division-ya-tienen-sus-bases-competicion-nueva-temporada>

⁴ <https://www.rfef.es/noticias/oficial-asi-queda-calendario-oficial-primera-iberdrola-temporada-20202021>

⁵ Available at: <https://www.boe.es/boe/dias/2020/05/03/pdfs/BOE-A-2020-4793.pdf>

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)?***

On 7 September 2020 the RFEF released the competition regulations for the first and second divisions with specific norms adapted to the COVID-19 situation⁷. Similar regulations were enacted for the King's Cup and the Supercup⁸.

On 10 September 2020 the Sports Supreme Council of Spain in agreement with the main stakeholders (National Olympic Committee, Regional governments, multiple national sports federations etc.) published the so-called "Action protocol for the return to official state and non-professional competitions 2020/2021"⁹.

- 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(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 health¹⁰. 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 of play matches would infringe his/her contractual duties and be exposed to disciplinary sanctions from the club¹¹.

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 Eibar¹² or of the Cadiz CF player, Rafael Gimenez "Fali"¹³ 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-19¹⁴ with

⁷ <https://www.rfef.es/noticias/rfef-aprueba-normas-y-bases-competicion-primera-y-segunda-division-adaptadas-COVID-19> and <https://www.rfef.es/noticias/nota-prensa-modificacion-normas-competicion>

⁸ <https://www.rfef.es/noticias/aprobadas-normas-y-bases-competicion-copa-del-rey-supercopa-espana-y-copa-rfef>

⁹ https://www.csd.gob.es/sites/default/files/media/files/2020-09/CSD_PROTOCOLO%20VUELTA%20COAE_FINAL.pdf

¹⁴ Available at: <https://www.boe.es/boe/dias/2020/03/18/pdfs/BOE-A-2020-3824.pdf>

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 9/2020¹⁵, 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-19¹⁶ 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?

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 alarm¹⁷. 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 competition¹⁸.

The following day, on 12 April 2020, the medical services of the RFEF issued their recommendations in that regard¹⁹.

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*.

¹⁵ Available at: <https://www.boe.es/buscar/act.php?id=BOE-A-2020-4152&p=20200328&tn=1#a5>

¹⁶ Available at: <https://www.rfef.es/federacion/concursos/convocatoria-ayudas-avance-tesoreria-preferencial-motivo-del-COVID-19>

¹⁷ Available at: http://www.femedede.es/documentos/Recomendaciones_entrenamiento-COVID.pdf

¹⁸ Available at: <https://www.afe-futbol.com/web/noticia-detalle/consideraciones-sanitarias-por-la-COVID--19-para-la-vuelta-a-la-competicion>

¹⁹ Available at: <https://www.rfef.es/noticias/servicios-medicos-rfef-elaboran-borrador-unas-pautas-vuelta-segura-competicion-0>

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%²⁰); or to temporarily suspend the employment contracts. In cases of suspension of employment contracts, employees will receive the unemployment allowance²¹ 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.

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 Bilbao²².

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 held²³.

Remarkably, on 20 April 2020, the Supreme Sports Council (Consejo Superior de Deportes) announced²⁴ 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.

²⁰ 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>

²¹ 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.

²² See <https://iusport.com/art/104743/el-athletic-club-y-la-plantilla-acuerdan-una-rebaja-salarial>

²³ See <https://www.lavanguardia.com/deportes/20200406/48346215694/david-aganzo-afe-liga-csd-recorte-de-salarios-calendario.html>

²⁴ 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>

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?)***

The concept of force majeure is not explicitly mentioned in Spanish civil law although both the legal doctrine and jurisprudence understand it included in article 1105 of the Spanish Civil Code²⁵:

Art. 1105 CC: “Outside the cases expressly mentioned in the law, and those in which the obligation should require it, no one shall be liable for events which cannot be foreseen or which, being foreseen, should be inevitable.”

9. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of “force majeure” in the context of an employment relationship? If yes, please elaborate.***

The Royal Decree-Law 8/2020 of 17 March on extraordinary urgent measures to face the economic and social impact of COVID-19 considered the proven losses incurred as a result of the pandemic a situation of *force majeure* for the purposes of temporarily suspending or reducing hours of employment contracts.

10. ***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 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.

11. ***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.

²⁵ <http://derechocivil-ugr.es/attachments/article/45/spanish-civil-code.pdf>

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.

12. 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 463/2020²⁶ (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 65²⁷.

Thereafter on 20 May 2020 the RFEF²⁸ 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 2020²⁹, 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.

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

²⁶ Available at: https://www.boe.es/diario_boe/txt.php?id=BOE-A-2020-3692

²⁷ Available at: https://cdn1.sefutbol.com/sites/default/files/pdf/circulares/2019_2020_circular_65.pdf

²⁸ Available at: https://cdn1.sefutbol.com/sites/default/files/pdf/circulares/circular_69_levantamiento_plazos.pdf

²⁹ Available at: <https://www.boe.es/buscar/act.php?id=BOE-A-2020-5243>

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

Girona FC, owned by City Football Group and the Spanish intermediary Pere Guardiola, reportedly sold 35% of the club to the American Bolivian investor Marcelo Claure, President and co-owner of Inter Miami CF of the MLS³⁰.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Given the current situation in Spain with the pandemic, there is no specific date or plan³¹ for the return of spectators to football stadiums.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?***

The regulations for the competitions adopted by the RFEF of 7 September 2020 mentioned above specify that the rules may be modified during the course of the season due to force majeure arising from the pandemic, being the responsibility of the Delegate Commission of the RFEF Assembly, at the proposal of the Monitoring Commission of the Coordination Agreement, to decide upon the possible cancellation and/or subsequent return to the official competitions.

³⁰ <https://www.palco23.com/clubes/el-girona-fc-vende-el-35-del-club-al-socio-de-david-beckham-en-la-mls.html>

³¹ <https://www.lavanguardia.com/deportes/futbol/20200912/483405654714/futbol-publico-liga-estadios-coronavirus.html>

SECTION III

OTHER UEFA FEDERATIONS

AZERBAIJAN

By Farid Hagverdiyev¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

No, 2019/20 season was suspended. The 1st ranked team was declared as the champions, the clubs qualified for European Cups based on their respective ranking. No team was relegated, and no team was promoted from the lower division.

2020/21 season began on 21 August 2020.

Amendments to the regulation on 2020/21 championship were made and necessary guidelines/measures (such as ban of fans, maintenance of social distance, usage of masks and etc) related to prevent the spread of coronavirus were introduced.

Nevertheless, due to the “second wave” of coronavirus, the 12th round of Azerbaijan Premier League of 2020/2021 season has been postponed and it is most likely that the next rounds until the winter break will be postponed as well.

2. ***Has the Government/Federation/League adopted (and updated) 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)***

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)?***

¹ Lawyer at Azerbaijan Volleyball Federation, and member of the Association of Football Federations of Azerbaijan Player Status and Transfer Committee.

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:²

- 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

² Published by EY Azerbaijan page on Facebook dated 14 April, 2020

- 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?

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

No.

- 10. *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.

- 11. *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.

- 12. *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.

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

No.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

No.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Supporters are still not allowed and there is not any plan announced in this regard.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?***

Nothing has been planned yet regarding the “second wave” of COVID-19. It highly depends on decisions of the Task Force by the Cabinet of Ministers of Azerbaijan.

THE REPUBLIC OF BELARUS

By Maryia Zhurava¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

Although there have been non-significant postponements because of players' contacts with COVID-19, the 2019/20 professional football season will have been completed by December 2020. The 2020/21 season is scheduled to start in March 2021.

Since Belarus has not implemented any special strict measures due to COVID-19, all subjects to Belarussian football sport are guided by the general recommendations.

2. ***Has the Government/Federation/League adopted (and updated) 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***

Belarus has not applied strict measures towards COVID-19. Mostly, there are general recommendations that shall be applied by all subjects to football sport. Thus, the Sports and Tourism Ministry of the Republic of Belarus has instructed sports organisations and federations to take the following measures:

- permit regime determination to sports premises;
- space separation of athletes and engaged in physical activities individuals' as well as minimisation of their contacts;
- the centralised team hosting with sanitary-epidemiological regime compliance.

The Football Federation of Belarus has developed the additional measures to those taken by the Sports and Tourism Ministry of the Republic of Belarus:

- sanitiser dispensers installation in the lobbies and administration premises floors, at the sports premises entrance;
- holding of moist mopping twice a day with the use of disinfectants;
- monitoring of players' and football employees' physical well-being and informing the Football Federation of Belarus on any COVID-19 case.

That has been said the main measure is the development of the level of social responsibility. As a result, a range of informing meetings for players have been held.

- 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 football activities have been going on with some modification on health security. In order to minimise risks the Football Federation of Belarus and Sports and Tourism Ministry of the

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Republic of Belarus have recommended to all football clubs and competition organisers to take the following measures:

- spectators' seating in chessboard order;
- fans flow division within sports premises' entrances;
- fans' temperature measurement with thermal sights;
- spectators' informing on the application of sanitary-epidemiological measures, including throughout information COVID-19 board.

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?*

Relations between clubs, on the one side, and players, coaches or staff, on the other side, are stipulated with labour law. Since no special regulations were adopted, players, coaches or staff cannot refuse to return to training or play without employer's consent.

As employees, players, coaches and staff are obliged to be at work and comply with work regulations unless stated otherwise. In case of breach of regulations governing the employment, an employee could be brought to disciplinary responsibility up to and including dismissal. Clubs, in their turn, shall ensure a safe working environment. Herewith all changes to the regime, time, place of work could take place only with the mutual employer-employee agreement.

Nonetheless, players, coaches and staff are entitled to ask for social leaves. Taking into account the problematic epidemiological situation, such leaves are likely to be granted.

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

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

No specific measures have been taken by the Government on the issue of unemployment or any other benefits application due to COVID-19. However, the President Decree on economy support has been adopted. Under the Decree clubs that rent the state-owned premises have the right to ask for an extension for payment with the instalment of date.

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

The Football Federation of Belarus has not introduced any common funding or taken any specific measures to support clubs financially. However, the Football Federation of Belarus is planning to support clubs with the grants provided by the FIFA.

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 doctor in Belarus with the right to make binding decisions. At the same time, there is Republican Scientific and Practical Sports Centre with the main goal to support athletes within the process of competition preparation. The Centre has implemented the general recommendation for anti-pandemic measures.

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

There are no legal grounds for the suspension of payment of salary for COVID-19 reason. However, due to the problematic pandemic situation clubs have to cut salaries.

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

Since the remuneration is the fundamental condition of an employment agreement, all alterations shall be made only on the parties' mutual agreement basis. Taking into account that there are no trade unions in football organisations, clubs shall negotiate salary alteration with players individually.

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

Since there are no trade unions in football organisations, there have not been taken any negotiations at a 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 concept of 'Force Majeure' is introduced in civil-law relations. Neither 'Force Majeure' concept nor exemption from liability due to any insuperable circumstances can be applied by the employer. Under the labour regulations, the employer is entitled to adopt only the concept of production necessity. Due to production necessity, the rights of the employments are limited. For instance, the employer can transfer the employee to another department or even to another employer. Nonetheless, the employer cannot delay, suspend or cut salary payments.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

Since there is no force majeure concept within employment legislation, Belarus has not adopted legislation/developed case law which could assist on the issue at stake.

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

The Football Federation of Belarus has posted on its official website the main principles of preventive COVID-19 treatment. There has not been any other official reaction.

11. *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 dramatic developments relating to agreements with broadcasters. In fact, the situation is quite the opposite: since the Belarussian football championships were the only football competitions that were held, the Football Federation of Belarus has had the possibility to increase revenue from broadcasting.

b. Sponsors

The Football Federation of Belarus has not met any significant problems with sponsors' support. At the same time, the situation with the clubs are different: clubs' sponsors had to reduce funding.

- 12. 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 have been no changes in disciplinary proceedings or regulatory oversight.

- 13. 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.

- 14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

There were no investors investing into football clubs because of COVID-19 reasons.

- 15. What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

At national level football matches there are no restriction on attendance at stadia. As a result, supporters can attend games with the compliance of general safety measures.

- 16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

Taking into consideration governmental policy on COVID-19, it is highly unlikely that there will be lockdown by a 'second wave' of COVID-19. As a result, there are no measures to plan.

BELGIUM

By Sébastien Ledure¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

On 15 May 2020 the Belgian Pro League's general assembly decided to definitely cancel the remainder of the 2019-20 season and to consider the ranking after the 29th round of the regular season as the final classification, hence deciding upon the league's champion (Club Bruges) as well as the relegating team (Waasland-Beveren). The 2019-2020 Cup Final was played on 1 August 2020.

Further to legal proceedings filed by the relegated team of Waasland-Beveren and a subsequent decision by the Belgian Court of Arbitration for Sports on 8 July 2020, the General Assembly of the Belgian Pro League decided to reconsider its position, i.e. to no longer relegate Waasland-Beveren to second division 1B and to increase the number of teams in 1A from 16 to 18 for the 2020-2021 and 2021-2022 seasons while reducing the number of participating teams in the champions' playoffs from 6 to 4.

The 2020-2021 competition kicked off on Saturday 8 August 2020.

The Pro League drafted a COVID-19 Protocol for the 2020-21 season, with binding guidelines regarding health and safety measures for all member clubs, including testing and quarantine modalities of clubs' players, staff and management.

- 2. *Has the Government/Federation/League adopted (and updated) 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 were allowed to return to practice, in groups of maximum 20 people and under mandatory supervision of a trainer. 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 to 400 people for the attendees, were allowed as of 1 July 2020.

As of 11 September 2020, teams from the Pro League had been allowed again to welcome larger number of spectators, under specific strict requirements (e.g. social distancing, entry and exit procedures, mandatory wearing of masks etc.). The maximum number of attendees was to be determined by local public authorities and amounted on average to 1/3rd of a club's stadium capacity.

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Following the new outburst of the COVID-19 virus however, Belgian authorities decided on 23 October 2020 to prohibit (again) the presence of fans in all stadia, with immediate effect.

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 hasn't been any return to competition with respect to the 2019-2020 season, except for the Belgian Cup Final that was played on 1 August 2020 behind closed doors and for the 1B playoffs promotion game which was played on 2 August 2020.

As far as the 2020-2021 season is concerned, the number of teams in 1A was increased from 16 to 18 and 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 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 runner-up of 1B will play a promotion game against the team ranked 17th in 1A to decide which team will have the right to play in 1A. At the end of the 2021-2022 however, 3 teams will be relegated from 1A and the 2022-2023 1A championship will again be reduced to 16 participating teams.

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. However, with the resurgence of the COVID-19 virus since August 2020, public authorities have reinstated certain restrictions having an evident impact on all leisure-based activities. These measures were even strengthened on 23 October 2020 by the reinstated ban on fan presence in all stadia during any games both at professional and amateur level.

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.

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

Confronted with the 2nd COVID-19 “wave”, the Royal Belgian Football Association (‘RBFA’), through its regional member associations, decided in October 2020 to cancel all official senior games for an undefined period of time, applying to all amateur teams (i.e. teams competing in 3th national division and below). On 2 November 2020, the suspension of official games was extended to all youth series. Only for categories under 14 of age, practices and friendly games in the immediate surroundings remained possible, without access to locker rooms. On 7 December 2020 the RBFA decided to resume competition for all senior amateur teams as of 13 February 2021 and for all youth teams as of 6 February 2021, provided the federal government will allow team practices to pick up after 15 January 2021.

For professional or semi-professional teams from the top-2 national divisions, no suspension of competition has been decided yet, but an increase of delayed games has been observed in the course of October and November 2020, due to the higher number of infections with clubs’ players and staff.

Financial measures were so far only taken with respect to the consequences of the lockdown affecting the end of the 2019-2020 season. On 15 May 2020, the Pro League’s General Assembly voted 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 pay 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 obligations², 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

² An event that renders the execution of a contractual obligation more difficult yet not impossible, does not qualify as a *force Majeure* event.

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

No specific legislation has been passed with respect to the definition of 'force majeure', its criteria of applicability being constant (see above under section 8). This being said, Belgian social security services have been lenient with respect to the granting of COVID-19 related temporary unemployment allowances for *force majeure* and continue to do so at least until 31 December 2020 for any employers specifically affected by the restrictions of public authorities (such as e.g. the leisure and event industry) or suffering at least 20% of temporary unemployment in the past quarter. As of 1 September 2020, transitional measures until 31 December 2020 have also been implemented regarding the system of temporary unemployment allowance for economic reasons, applying to those companies facing a 10% minimum turnover drop in the last quarter compared to the same quarter in 2019.

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

Not really.

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

a. *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) has come into effect as of the 2020-2021 season.

b. *Sponsors*

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

- 12. *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.

- 13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

At least 3 professional clubs from 1A (KV Oostende, RE Mouscron and Waasland-Beveren) and one from 1B (Lommel United) have changed ownership since the virus outbreak. Three of these take-overs were done by private equity funds, while Lommel United was purchased by the holding company of Manchester City. Belgium has traditionally always been quite an active M&A market, as the regulatory and legal framework is suitable for foreign investors (cf. e.g. no capital gain taxes, low threshold for non-EU players' work permits, favourable tax and social security regime on players' wages, relatively low club purchase prices, ...). Nonetheless, it seems that the financial aftermath of the COVID-19 crisis has already hit some teams without a solid financial backbone and we deem this is likely to occur again in the near future with some other teams that so far were not in demand of a new (foreign) ownership. The arrival of private equity actors clearly establishes a new trend.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

As of 11 September 2020, teams from the Pro League have been allowed again to welcome larger number of spectators, under specific strict requirements (e.g. social distancing, entry and exit procedures, mandatory wearing of masks etc.). The maximum number of attendees was to be determined by local public authorities and amounted on average to 1/3rd of a club's stadium capacity.

Following the new outburst of the COVID-19 virus however, Belgian authorities decided on 23 October 2020 to prohibit (again) the presence of fans in all stadia, with immediate effect.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

To our knowledge there is no such thing as an encompassing plan for Belgian professional football in case of cancellation or postponement of the 2020-21 season, but there is little doubt

that this would have a financial and economical impact that would be catastrophic to all stakeholders.

BOSNIA AND HERZEGOVINA

By Berina Fischinger-Corbo¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The championship has been cancelled. The legal basis for this was the decision of Football Association of Bosnia and Herzegovina (“FF BH”) Executive Board from 1 June 2020. With this decision, the members of the FF BH Executive Board accepted the proposal of FF BH Competition Commission on the completion of all competitions for the 2019/20 season. The conditions did not permit the continuation of the competition within the Premier League and the BH Cup throughout the country².

On 29 May 2020, the Government of the Federation of Bosnia and Herzegovina³ announced that, at the proposal of the Crisis Headquarters, it had issued the Decision declaring the cessation of the accident caused by the coronavirus (COVID-19) in the Federation of Bosnia and Herzegovina. Following the Decision of the Government of the Federation of Bosnia and Herzegovina of 31 May 2020, it was possible to hold sports competitions without the presence of the public. On the same day, the FF BH received a letter from the Ministry of Family, Youth and Sports of the Republic of Srpska, confirming that 1 July 2020 was acceptable for the beginning of organizing sports competitions on the territory of the Republic Srpska.

The new competition season 2020/21 started on 1 August 2020. In the meanwhile, football clubs started with trainings and preparations for the new season.

FF BH has adopted “COVID-19 Protocol” which provides for an extensive set of measures for combating the pandemic, which is an obligatory document for all club in the Premier League. According to the Protocol, only 131 persons are allowed to be present on the station. Stations will be separated in three zones: red, yellow and green. In the first zone 83 person are allowed to be present, in the second one 28 and the third one 20⁴.

Protocol provides for the obligation for all football clubs to present the COVID-19 test results at least 48 hours before the match start. There is an obligation to test 30 players, 5 coaches, 5 members of medical staff, 5 members of administrative staff. Before the match starts, referees and other official staff are obliged to undergo the testing procedures⁵.

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² <https://www.nfsbih.ba/en/news/football-m/bht-premier-league/the-competition-committee-proposed-an-interruption-of-the-2019-20-season/>

³ For clarification purpose: Bosnia and Herzegovina comprises two autonomous entities: the Federation of Bosnia and Herzegovina and Republika Srpska, with a third unit, the Brčko District, governed under local government. The Federation of Bosnia and Herzegovina consists of 10 cantons.

⁴ <https://faktor.ba/vijest/pogledajte-ko-moze-na-utakmice-premijer-lige-fudbalski-savez-bih-uveo-cenzuru/91982>

⁵ <https://faktor.ba/vijest/pogledajte-ko-moze-na-utakmice-premijer-lige-fudbalski-savez-bih-uveo-cenzuru/91982>

Before entering the station, players and staff members will be measured a temperature. Only players, staff members, security, police officers, medical staff and journalists are allowed to enter a station.

If the football clubs breach their obligations set in the Protocol, they will undergo a disciplinary proceeding. They can be fined in amount from 3.000 – 10.000 KM (1.500 – 5.000 Euro). For the case that they repeat their breach of obligations, further measures are possible⁶.

2. *Has the Government/Federation/League adopted (and updated) 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)?***

Football clubs started with trainings and preparations for the new season. They are obliged to follow the rules set in the COVID-19 Protocol.

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 “COVID-19 Protocol” is not publicly available, so that no information is available on this point.

However, in the last match between FK “Sarajevo” and NK “Siroki Brijeg”, the latter club asked for match cancelation because 12 players were COVID-19 positive. This request was refused by Football Federation of Bosnia and Herzegovina so in the end this club had only 2 substitutes. There are some press rumours (however no official confirmed information!) that some players on the field were also COVID-19 positive.

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

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

National level of Bosnia and Herzegovina⁷

In an emergency procedure, both houses of the Parliamentary of Government of Federation of Bosnia and Herzegovina (“BiH”) adopted the Law on Mitigation of Negative Economic Consequences. According to the law, business entities are entitled to the subsidy of social security contributions, in the amount prescribed by the Law, starting from the calculation and payment of the gross salary for April, if there is a decrease in entity’s turnover of 20% or more in the month for which the payroll is calculated, compared to the realized turnover in the same

⁶ <https://faktor.ba/vijest/covid-protokol-fsbih-prijeti-novcanim-kaznama-i-oduzimanjem-bodova/92017>

⁷ COVID-19 Overview of measures for the stabilization of economy in Bosnia-Herzegovina Deloitte Bosnia and Herzegovina, <https://www2.deloitte.com/ba/bs.html>

month in 2019. The entity would be entitled to a right to subsidy under the condition that it has settled contributions and personal income tax payables, conclusively with February 2020. Currently, at the state level there are no special labour-law measures adopted.

Federation of Bosnia and Herzegovina⁸

On 16 March 2020, the FBiH adopted a series of labour recommendations: (special protection measures to prevent the adverse effects on employees' health, by shortening working hours, reorganization of working hours, etc). The Government of FBiH also established the **Coordination Board** for stabilizing the economy and remedying the effects of coronavirus pandemic and a **Special Fund for stabilizing the economy**, with the aim of supporting export companies that are facing business problems due to the effects of spreading of coronavirus on export markets.

This fund would support companies from other sectors, especially transport and tourism, and others; funding would be secured through intervention loans/donations from international financial institutions, as well as through borrowing on the domestic capital market; the fund would be mainly used to secure financial resources to overcome disruptions in business and settle liabilities by providing adequate collateral, as well as for supporting the restructuring of credit arrangements by regressing interest rates for eligible companies, provided they do not lay off the workforce.

Also, on 14 October 2020 the Parliament of Federation Bosnia and Herzegovina amended the Law concerning the payment and partial write-off of debts for sports collectives.

This Law amendment extended the deadline for concluding agreements for the repayment of debts and interest to sports clubs incurred by June 30, 2020, by the end of November this year.

Given that sports teams do not fall into the category of business entities that acquire the right to state subsidies under the Law on Mitigation of Negative Economic Consequences ("Official Gazette of FBiH", No. 28/2020), it is clear that sports teams are in a hopeless situation and will have a hard time recovering from the consequences of the COVID-19 pandemic.

Republika Srpska

Currently, at the entity level of Republika Srpska there are no special labor-law measures adopted.

Brčko Distrikt

Currently, at the level of Brčko District of BiH, there are no special labour-law measures adopted.

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

Several video conferences were organized by the FF BH with representatives of all clubs of the Premier League of Bosnia and Herzegovina. The Executive Board of FF BH adopted two assistance packages for the clubs relating on stadium protection. Starting from May, 22 2020 FF BH Committee started to visit stadiums all over the country.

⁸ COVID-19 Overview of measures for the stabilization of economy in Bosnia-Herzegovina Deloitte Bosnia and Herzegovina, <https://www2.deloitte.com/ba/bs.html>

According to media reports, FIFA provided the FF BH with 460.000 Euro for the purpose of pandemic combating. Totally, FF BH should be provided with 5,5 Million Euros within the next four years.

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

No as there is no Association of sports doctors in BiH.

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

There are still a lot of uncertainties regarding salary questions. Some of the clubs decided to reduce salaries of its players. One of them is football club Borac from Banja Luka, which officially confirmed that, in agreement with the players, salaries were reduced by 50%⁹. It was agreed that the player's salaries for March, April and May of the current year, i.e the period when the Club suspended, will be reduced by 50 percent of the total monthly salary per month. This measure was adopted and agreed by the playing staff of this club, in order to more easily overcome the difficult financial situation due to the pandemic, and enable further work without losses¹⁰.

Other (Football Club Sarajevo) announced that the Club will continue to fulfil its contractual obligations to all players and employees. Football Club „Željeznica“ states that they are open for all proposals and the Club still examines how to proceed in these new circumstances. There are, however, unofficial information that a lot of football clubs have difficulties to pay salaries.

According to Press statements given by Football Club „Borac“, this Club will reduce salaries of some players and the employment contracts of others will be terminated.

6. Do clubs negotiate with players, individually?

According to Press statements, one could conclude that some football clubs are negotiating with their players. However, official information is not provided.

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

Trade Unions Association of the Federation of Bosnia and Herzegovina published the document Basic workers' rights during pandemics¹¹. The document aims to provide all workers/employees with information regarding their basic rights. However, there are no information whether players and clubs are consulting this document.

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

⁹ <https://www.fkborac.net/uprava-i-fudbaleri-postigli-sporazum-o-platama/13/05/2020>

¹⁰ <https://www.fkborac.net/uprava-i-fudbaleri-postigli-sporazum-o-platama/13/05/2020>

¹¹ <https://www.sssbih.com/brosura-osnovna-radnicka-prava-za-vrijeme-pandemije/>

coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

The Law on Contracts and torts ‘Zakon o obligacionim odnosima Federacije Bosne i Hercegovine’ (ZOO “FBiH”)¹² stipulates that if the performance of obligation by one party in a bilateral contract becomes impossible ***due to an event not attributable to either party***, the other party’s obligation shall be terminated too, while a party performing part of his obligation may request restitution according to the rules of restitution in case of unjust acquisitions¹³. The provision of paragraph 2 of the same Article provides that if partial impossibility of performance be due to events not attributable to either party, one party may repudiate the contract in case partial performance fails to meet his needs; otherwise the contract shall remain valid, while the other party shall be entitled to request proportionate reduction of his obligation. Art. 354 of the ZOO FBiH stipulates that one of the ways for terminating an obligation is the **inability of fulfillment**. An obligation shall come to an end should its fulfillment be impossible due to circumstances for which the debtor is not to blame.

The law does not provide for definition of **force majeure**. Usually, the ***force majeure*** clause contains a non-exhaustive list of examples (e.g. an act of nature, natural disasters, human acts, pandemic, diseases, etc¹⁴).

The ZOO FBiH provides for the set of provisions ruling the rights and obligations of both contractual parties. Art. 263 ZOO provides that a debtor shall be released from its liability for loss upon providing his inability to perform the obligation, or that his delay in performing the obligation was due to circumstances taking place after entering into contract which he was unable to eliminate or avoid.

However, the introduction of a state of emergency can be considered as a force majeure, but it is important to keep in mind that such an event does not automatically release the contracting party from fulfilling his/her obligation, for which it is necessary to have direct force, i.e. direct impact on the ability to fulfill an obligation¹⁵. Therefore, it is necessary to consider whether force majeure is affecting a specific obligation or just the debtors’ obligation and his/her interests¹⁶. In the latter case, the debtor should consider applying the institute of changed circumstances. The provision of Article 133 of the ZOO FBiH provides that should after concluding the contract circumstances emerge which 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 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.

Therefore, whether the termination of the contract is possible due to this event, or whether the event of changed circumstances occurred, has to be determined in each case with taking in consideration of specific contractual provisions and circumstances of each concrete case.

¹² The same provisions are stipulated in Law on contract and torts Republika Srpska and Brčko Distrikt

¹³ Art. 137, Para. 1 ZOO FBiH

¹⁴ <https://zuniclaw.com/en/COVID-19-contracts/>

¹⁵ <https://v-dj.rs/en/news/COVID-19-pandemic-force-majeure-or-changed-circumstances;>
<https://zuniclaw.com/en/COVID-19-contracts/>

¹⁶ <https://v-dj.rs/en/news/COVID-19-pandemic-force-majeure-or-changed-circumstances>

9. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

No information available show that amendments to the current law have made, so that general rules explained in the answer above apply.

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

On the first video conferences between FF BH and representatives of all clubs of the Premier League of Bosnia and Herzegovina, it has been stated that FF BH will follow the official FIFA guidelines on Coronavirus.

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

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

The official sponsor of the Football Federation of Bosnia and Herzegovina has become “mTel”. It replaced former sponsor “BH Telecom”.

12. ***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)?***

No information on this.

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

There are no official available information on this issue.

14. ***Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

Football clubs in Bosnia and Herzegovina are legally “associations” and as such cannot attract private capital as legal entities without, formally, commercial activity. Therefore, all management rights are vested in club members who are more or less involved in the work of the club. E.g. NK Čelik Zenica is the only club in Bosnia and Herzegovina organized on the principle of “1-member -1 vote”

15. ***What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Representatives of the FF BH and the Ministry of Health of the Federation of B&H held a meeting in Sarajevo on 1 September 2020. The meeting discussed the possibility of the audience attending the matches of the m:tel BH Premier League under special conditions and with certain restrictions¹⁷.

This topic will be discussed at the next meeting of the Crisis Staff of the FB&H Ministry of Health, and there is a possibility that the presence of the audience at the matches will be approved in the next period.

The FF BH representatives discussed the same topic with the representatives of the Institute of Public Health of the Republic of Srpska. There is an understanding on the part of the representatives of the RS Institute of Public Health for this issue, and it was concluded that the FF BH should submit a proposal on the organization of matches, including the necessary epidemiological measures.

That proposal will be considered by the health profession and will be discussed at the next session of the RS Crisis Staff, which will make the final decision.

The fans have found their ways to support their clubs (informal gathering near stations – since gatherings “outside the station” were not prohibited).

16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?

No information is available on this point. The “COVID-19 Protocol” is not publicly available.

¹⁷ <https://www.nfsbih.ba/en/news/football-m/m-tel-premier-league-bh/meeting-of-representatives-of-the-ff-bh-and-the-bh-ministry-of-health/>

BULGARIA

By Dr. Boris Kolev and Elena Todorovska¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

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 was also resumed with the remaining 9 rounds to go. It was completed on 18 July 2020.

The amateur leagues did not resume activities until the next football season. The Bulgarian Football Union (BFU) and the Amateur Football League took 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 participated in a play-off. There were no relegations of third league teams.

The new 2020/2021 season in professional football started on 7 August 2020. One day later, on 8 August was the official starting date of all amateur groups from the Third League. The state championship for women for the season 2020/2021 started on 5 September.

- 2. *Has the Government/Federation/League adopted (and updated) 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

¹ Partners at Kolev Todorovska Law Firm.

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 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. On 17 September 2020 The BFU Executive Committee accepted the proposal of the first Vice-President Emil Kostadinov for providing support to the amateur football clubs – members of the BFU for dealing with the consequences from the COVID-19 pandemic. To this end there shall be purchased 100 pairs of tools for education and training activities, which shall be delivered to the clubs developing football for kids and youngsters.

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

No.

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

No

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

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

12. *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.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

At the time of writing the official rule is still 30% occupation of the seats. One exception was admitted with regard to the Cup of Bulgaria final on 1 July 2020 when more than 30% spectators were allowed. The exception was announced at a press conference by the Minister of Youth and Sport and the Minister of Health Protection. This was an example that the authorities in charge for the COVID-19 pandemic might be flexible. However, the said example shows that such decisions are made ad hoc and are not a part of a general plan.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

There are no such plans discussed with a view to a potential “second wave” of COVID-19.

CROATIA

By Vanja Smokvina¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

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 with 10 clubs, the only professional league in Croatia, successfully finished on 25 July 2020 after the football competition has restarted with the semi-finals of the Croatian FA Cup on 30 & 31 May 2020. The first male professional Football League (Hrvatski telekom prva liga) continued its competition at the 27th round (out of 36) on 5 June 2020². Other lower division football leagues and non-senior teams have started training on 11 May 2020 but without competition in the season 2019/20.³

The champion in the second male Football League HNK Šibenik was promoted to the first male professional Football League (Hrvatski telekom prva liga) while the runner-up, HNK Orije 1919, has failed to be promoted since they were defeated by NK Istra 1961 which remained to be a member of the highest level of football competition in Croatia.

The first female Football League, according to the decision of the *CFF Executive Committee*, continued on 14 June 2020⁴ and was fully concluded on 10 August 2020.

The 2020/21 season started on 14 August 2020 and there were played 14 tiers with currently 7 matches being postponed due to COVID-19 in the first male professional division Football League (Hrvatski telekom prva liga) still need to be played. The second male division Football League 2020/21 season started on 13 August 2020, also with a few matches that has been postponed due to COVID-19 positive players' tests and the prescribed isolation of players. According to the CFF Regulations and the Competition Commission decisions, the Competition Commissioner may postpone a match in case 6 or more players are put into isolation due to COVID-19 positive tests. The CFF Regulations enacted during the COVID-19 pandemic start are still in force.

- 2. *Has the Government/Federation/League adopted (and updated) 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***

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² Available at: <https://hns-cff.hr/news/21365/nastavak-nogometnih-natjecanja-30-svibnja/>

³ Available at: <https://sdus.gov.hr/vijesti/ponovo-pocinju-treninzi-a-od-13-svibnja-i-rad-teretana-te-fitness-i-sportsko-rekreacijskih-centara/1269>

⁴ Available at: <https://hns-cff.hr/news/21392/odluke-izvrsnog-odbora-hns-a/>

On 17 April 2020, the Croatian Parliament adopted the amendments of the Sports Act⁵ 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 Civil Protection 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 Football League (Hrvatski telekom prva liga) 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 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 on 21 May 2020 which is being applied to referees and players during matches with social distance rule application when appropriate, and which is still in force for the 2020/21 season.⁶

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)?

Firstly, 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 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 2020.⁷ Then on 13 June 2020 the Croatian Institute for Public Health has issued the Recommendations for holding outdoor sports competitions in the presence of audience⁸ and the spectators have returned to stadiums with the maximum capacity of 1/3 with all epidemiologists' measures being applied. On 20 July 2020 the CFF Executive Committee, due to rise in a number of COVID-19 positive cases in Croatia, has amended the competition regulations for first male professional Football League (Hrvatski telekom prva liga), the first female Football League and the FA Cup competitions for male and female and decided that the matches will be played behind closed doors.⁹

Regarding the testing procedures, in the COVID-19 crisis peak 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

⁵ Amendments of the Sports Act, Official Gazette of the Republic of Croatia, No. 47/2020.

⁶ 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/>

⁷ Available at: <https://hns-cff.hr/news/21376/preporuka-hns-a-o-suzdrzavanju-od-treninga-do-10-lipnja/>

⁸ Available at: https://www.hzjz.hr/wp-content/uploads/2020/03/Preporuke_za_sportska_natjecanja_otvoreno_13_06.pdf

⁹ Available: <https://hns-cff.hr/news/21532/zavrsnica-nogometne-sezone-bez-prisustva-gledatelja/>

COVID-19 before returning to training and competitive football¹⁰ 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.¹¹ With the start of the new 2020/21 season there were a number of isolated cases of players playing in clubs competing in the first male professional Football League (Hrvatski telekom prva liga) which have been tested positive to COVID-19, and as stated above, there were a few matches which were postponed in the first male professional Football League (Hrvatski telekom prva liga), with also a few matches in the second tier. Some postponed matches has not yet been played and are planned to be played during the course of the second part of the season.

For the Season 2020/21 the CFF published the Competition Regulations for first male professional Football League (Hrvatski telekom prva liga) and for the second male Football League on 5 August 2020.¹² The Regulations, respectively in its Art. 64 (Competition Regulations for the first male professional Football League) or Art. 60 (Competition Regulations for the second male Football League) have the following articles:

Matches must be organized in full compliance with the rules and epidemiological measures of the Civil Protection National Crisis Management Committee, decisions of the CFF Executive Committee and accordingly to mandatory instructions of the CFF Working Group for the preparation of the continuation of the competition, which includes instructions for the number and schedule of spectators and compliance with the CFF Ordinance to referees and teams brought of 21 May 2020.

In accordance with the epidemiological instructions and decisions of the Civil Protection National Crisis Management Committee of the Republic of Croatia or headquarters of a particular local government, the Competition Commissioner may make the decision to play a single match or all matches with a limited number or completely without the presence of spectators at the stadium with a limited number of people on the main stand and stadium...

On 10 August 2020 the CFF Executive Committee has decided that all matches of the first male professional Football League (Hrvatski telekom prva liga), the second male Football League, the First Divisions Youth competition for the start of the 2020-21 season will be played behind closed doors.¹³ The first male professional Football League (Hrvatski telekom prva liga) 2020-21 season started on 14 August 2020. On 11 September 2020 the CFF Executive Committee has decided that from 18 September 2020 supporters would be allowed to attend

¹⁰ 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).

¹¹ Available at: <https://hns-cff.hr/en/news/21388/players-and-staff-of-croatian-first-division-clubs-test-negative-for-COVID-19/>

¹² Available at: https://hns-cff.hr/files/documents/19069/Glasnik_37-2020.pdf

¹³ Available at: <https://hns-cff.hr/news/21574/pocetak-natjecateljske-godine-202021-bez-gledatelja-na-stadionima/>

games of the First male professional (Hrvatski Telekom Prva Liga) and second male division Football Leagues, the FA Cup and the Youth First Divisions matches up to 30% of the grandstand or stadium boxes capacity. Visiting supporters were not allowed to attend the matches. On 25 October 2020 Civil Protection National Crisis Management Committee has issued a Decision by which all sports matches in Croatia from 27th October 2020 should be played behind closed doors due to COVID-19 crisis.¹⁴

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.

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, May and June) 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.¹⁵

- 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).

During the 2019/20 season the CFF has found a specific *CFF Working group for the return of competitions* composed of sport officials, sports doctors, epidemiologist and infectologists¹⁶ whose purpose was to prepare the ground for the return of competitions in Croatian football taking into account the epidemiology situation and to monitor the situation.

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

¹⁴ Available at: https://civilna-zastita.gov.hr/UserDocsImages/CIVILNA%20ZA%C5%A0TITA/PDF_ZA%20WEB/Odluka%20-%20okupljanja.pdf. The Decision was also published in the Official Gazette of the Republic of Croatia, No. 117/2020 on 26th October 2020.

¹⁵ The list of clubs benefiting the aid is available at: https://sdus.gov.hr/UserDocsImages/dokumenti/Tablica_Potpore%20o%C5%BEujak-travanj.pdf

¹⁶ Available at: <https://hns-cff.hr/news/21341/odrzan-sastanak-radne-skupine-hns-a-za-povratak-nogometu/>

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 reached 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% 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, after April when the crisis stopped the matches, is as follows:

- ***Dinamo Zagreb*** – for the next 6 months, since April, 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.

During October, November and December 2020 the previously mentioned football clubs have started to repay their players according to the original contracts and are working on repaying some of the contract sums the players have lifted in the first period of the COVID-19 crisis.

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 applies¹⁷.

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. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

¹⁷ 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.*

There are no new State law acts and regulations being enacted in a way to assist interpreting the concept of ‘force majeure’. Recently, the Croatian Constitutional Court has published its decisions regarding the measures enacted by the National Crisis Management Committee and declared them in accordance with the Croatian Constitution except the one regarding working-time on Sundays, which is not important for this paper.

10. *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.

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

a. Broadcasters;

During the COVID-19 pandemic crisis peaks the CFF published 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 Football League (Hrvatski Telekom prva liga). 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 submitting a bid for three additional years¹⁸. On 1 August 2020, CFF signed an agreement with the Swedish company Endorphin Magine LTD for the TV and media rights for the next 10 years, starting with the 2022/23 season. The Swedish company Endorphin Magine LTD will pay € 10.000.000 plus bonuses for every year.¹⁹

b. Sponsors

Again, no developments have been seen in this regard, although according to media,²⁰ 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.

12. *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 Ordinance²¹, relates to a situation in the

¹⁸ Available at: <https://hns-cff.hr/en/news/21324/international-call-to-submit-proposals-for-negotiations/>

¹⁹ Available: <https://hns-cff.hr/news/21557/hns-i-endorphin-potpisali-ugovor-o-suradnji/>

²⁰ 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>.

²¹ 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

season 2019/20 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.

13. *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, has been denied a licence to play in the top tier next season, due to financial problems, but in the end was relegated from the first male professional division Football League (Hrvatski telekom prva liga) because they finished bottom.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

In mid-September 2020 Private equity investors coming from Columbia have given its letter of intent to own a newly promoted First male Professional Football League (Hrvatski Telekom Prva Liga) club HNK Šibenik. Since the municipality of Šibenik currently owns the club and intends to sell it, there is a strong possibility this purchase will complete.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

After the beginning of the competition with matches played behind closed doors, in September the CFF has announced²² that from 18 September 2020 supporters will be again allowed to attend games of the First male Professional (Hrvatski Telekom Prva Liga) and Second male Football Leagues, the FA Cup and the Youth First Divisions matches up to 30% of the grandstand or stadium boxes capacity. Visiting supporters were not be allowed to attend the matches. If there is non-compliance with the measures, particularly the distance between spectators or the number of spectators being exceeded, the competition commissioner is authorized to decide for the host club to play matches without spectators.

If the competent local civil protection headquarters prohibits the arrival of spectators to a certain host club, 50 people of the host club are allowed to attend First male Professional Football League (Hrvatski Telekom Prva Liga) and 30 people of the host club are allowed to attend the Second male Football League matches, provided that this is following epidemiological measures that the city or county provides.

But then, again, since 27 October 2020 according to the Decision of the Civil Protection National Crisis Management Committee, see supra AD 2, all sports matches in Croatia should be played behind closed doors due to COVID-19 crisis until new decision is taken.

²² Available at: <https://hns-cff.hr/news/21696/dozvoljen-dolazak-gledatelja-uz-postivanje-mjera-stozera-civilne-zastite/>

- 16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

Currently any match being postponed due to COVID-19 is planned to be rescheduled and the CFF Competition Regulations are being applied regularly.

CYPRUS

By Loizos Hadjidemetriou¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

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.

The CFA 2020/21 season (for the top division) began on the weekend of 22 and 23 of August 2020 and is currently running without any suspensions.

- 2. *Has the Government/Federation/League adopted (and updated) 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.

¹ Director, Loizos Hadjidemetriou & Associates LLC, legal advisor to the Pancyprian Footballers’ Association.

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

For the CFA 2020/21 season a protocol was jointly prepared by the CFA and the government. It is really much doubted though whether the terms of the Protocol are respected and followed by clubs and players. Proof of this is the fact that on Saturday, 19 September 2020, around 15 players of one team tested positive and just a few days later, around 20 players of another club also tested positive. During the weekend of 26 and 27 September 2 players of another team, which also participated in a UEFA Champions League play offs match abroad on 23 September, also tested positive.

According to this protocol, a match will be cancelled and played in a future date only if five or more players of a club test positive in the days before the match.

Concerning lower division players, there is no real feedback because even though these competitions have also started, the players have not yet undergone COVID-19 testing! After consultation with the government, it will sponsor 15,000 tests for the players of lower divisions. These tests will be made during the last week of September and the first week of October.

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:*

a. *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.

Mid November 2020, the FIFA DRC decided a dispute between a foreign player and a Cyprus club over salary payments during the period from the initial temporary suspension of the 2019/20 competitions until the end of 2019/20 season (31 May 2020). The club argued that no payments were due to the player during this period, due to force majeure. In proof of its defence the club presented, amongst others, copies of the national legislation prohibiting trainings and matches during the said period. The FIFA DRC did not accept the club's defence and awarded the player all the salaries which should have been paid to him throughout the CFA's 2019/20 competitions' suspension. The exact thinking of the FIFA DRC is not yet known because it has not yet issued the grounds of its decision, which have been requested by the club.

b. 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.

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 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?)?

For the 2019-20 season, following the implementation of the two schemes mentioned above, the clubs suspended all payments, as per their players' employment contracts, since 16 March 2020. Nevertheless, negotiations took place between players and clubs in order to reach amicable settlements concerning the players' salaries during this period. The vast majority of clubs and players did indeed succeed reaching an amicable settlement.

For the 2020-21 season, all salaries must be paid as mentioned in the employment contracts.

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.

In the summer of 2020, the CFA published certain amendments to its regulations and the players' standard contract. What these amendments provide is that in case the CFA Board of Directors decides to suspend or terminate any championships due to reasons of force majeure, all employment terms in players' contracts, including financial terms, shall be suspended until the end of the force majeure period.

These regulations and the amendment in the players' standard contract were made without first consulting with the national players' union, in consultation with which the standard contract was created a few years ago.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

No, no new legislation or any such case law yet.

10. *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.

11. *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.

12. 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.

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

No.

14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?

No, no such reports or even public knowledge for any new investors.

15. What plans are in place to allow supporters, if not already allowed, to attend games at stadia?

According to the CFA Protocol, until 17 September, clubs playing at home were allowed a maximum number of fans equal to the 33% of the stadia capacity. From the 18 September on, it is allowed to accommodate a number equal to the 50% capacity of the stadia. These numbers are always subject to the government decisions and orders. From the 5th of November, due to an upsurge in COVID-19 infections, the government decided that all matches will be played behind closed doors. Only 40 persons from each team, club officials and representatives, are now allowed to attend matches..

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

Apart from what mentioned in question no. 8 above, i.e. suspension of employment contracts and players' remuneration following a possible future suspension of competitions, no further measures have been decided.

DENMARK¹

By Lars Hilliger and Morten Bro²

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/2020 professional football season was completed on 29 July 2020. In this connection, 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.

These protocols are still in effect, and will apply to the 2020/2021 professional football season, which started on 11 September 2020. The protocols are still not definitive and are undergoing constant revision in light of the latest amendments to the Danish Epidemic Act as well as the latest recommendations and guidelines issued by the Danish health authorities.

2. ***Has the Government/Federation/League adopted (and updated) 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 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.

¹ The Denmark chapter was part of version 3.0 of the survey, however questions 1, 9, 14, 15 and 16 is up to date to 14 September 2020.

² 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, and Morten Bro is Chairman of the Appeals Panel for the Danish Squash Federation.

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

There are still 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.

10. *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.

11. *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.

12. *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.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature*

of these investments provided (for example, sovereign wealth fund or private equity investors)?

There have been no reports of new investors buying or investing into Danish football clubs due to the financial crisis following COVID-19.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

Currently, Denmark's lawful limit on gatherings at sporting events is 500 people. However, the Danish Parliament passed special legislation for the Danish Superliga, allowing up to 500 supporters in each section of the stadium. Thus, capacities are different for each stadium, as the stadium must be divided into clearly separated sections, each with its own entrance and exit, and supporters must sit down during matches and keep social distancing of at least 1 metre.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

As the Danish FA, the Danish League and the Danish Professional Footballers Association are focusing on keeping the coronavirus in check, no disaster plan has been published.

GREECE

By Penny Konitsioti¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/2021 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country***

HFF decided to extend the 2019-2020 season until 31 August 2020. Regarding the Greek Cup's Final though, it was initially scheduled to take place on 26 July 2020 but subsequently postponed to 30 August 2020 as the federation's Executive Committee "did not permit the staging of the Final at the appointed date alleging a risk for public safety" following "a confirmed positive COVID-19 case among the players on the eve of the match". At the end, the Final of the Greek Cup was once again postponed to "the first available date", namely on 12 September 2020.

2020-2021 season has started on 1 September 2020 with the first two games of the new Super League championship taking place on September 11.

- 2. *Has the Government/Federation/League adopted (and updated) 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

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must be maintained between sports and the social distance between athletes. For that reason, 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)?

I. On 1 September 2020 the Health Scientific Committee of the General Secretariat of Sports, after contacting the General Secretariat for Civil Protection and the relevant recommendation / opinion of the National Committee for the Protection of Public Health against coronavirus COVID 19, for urgent reasons of special danger for public health to limit the spread of the effects of COVID-19 disease, announced the following measures:

1. Areas in which exceptional restrictive measures apply (gatherings of up to 9 people):

1a. Trainings. Trainings can be done in small groups of up to 9 people. Indicatively, the space that corresponds to a group of 9 people is about 150 sq.m. The maximum number of athletes and sportsmen in sports facilities over 150 sq.m. is limited to 50% of what is mentioned in the Table of Annex VII of the last Ministerial Decision (p. 71²). Otherwise, the latest instructions of the General Secretary of Sports (GGA) and the health protocols training.

1b. Conducting sports events outside the stadium were Not allowed.

2. Areas of increased epidemiological surveillance (gatherings of up to 50 people):

2a. Trainings. The maximum number of athletes and sportsmen in sports facilities over 150 sq.m. is limited to 75% of those listed in the Table in Annex VII of the last Ministerial Decision (p. 71³). For the rest, the latest instructions of the General Secretary of Sports (GGA) and the health training protocols apply.

2b. Conducting sports events outside the stadium. In the areas that are subject to an increased epidemiological surveillance regime, a limit of 50 people is set in the competitive activities (participants and technical staff). Otherwise, the health protocols of the relevant events apply.

3. Other areas.

3a. Trainings. The latest instructions of the Health Scientific Committee of the General Secretary of Sports (GGA) apply for safe exercise in organized sports venues in view of the resumption of training activity as well as the respective health training protocols, per sport.

3b. Conducting sports events outside the stadium. In the other areas, a limit of 100 people is set in the competitive activities (participants and technical staff). For the rest, the latest instructions of the Health Scientific Committee of the General Secretary of Sports (GGA) apply for safe exercise in organized sports venues in view of the resumption of competitive activity as well as the corresponding health competition protocols, per sport and / or event.

II. Later on some other directions were given with special emphasis by the athletes and their extracurricular activities, to the observance of the instructions of the National Organization of Public Health the personal protection measures (correct application of simple mask, keeping distances and application of hand hygiene by washing with soap and water, or alcoholic antiseptic) as well as the measures of the General Secretariat for Civil Protection. Individual

² Available at https://gga.gov.gr/images/KYA_3165_31.07.2020.pdf

³ Available at https://gga.gov.gr/images/KYA_3165_31.07.2020.pdf

responsibility, in the direction of protecting their athletes, their opponents, the activity of their sport, as well as the people around them, is crucial.

For the athletes who come or return from abroad, the provisions of the arrival protocol in the country⁴ apply in combination with the ones mentioned in the respective instructions of the General Secretary of Sports (GGA) and the organizing authority, if it is an international event. Molecular tests RT-PCR in athletes of all sports will be performed following indications for case and sampling tests of the National Organization of Public Health in organized sports facilities with the note that the RT-PCR molecular test is not mandatory for starting sports, but can be a useful measure after a relative risk analysis for each sport

III. Moreover specifically for Super League trainings a Hygiene and Safety Instruction - Protocol for conducting group trainings was issued⁵. The Protocol defines the necessary procedures that all Football Clubs must follow during the third phase of the Club's team training participating in Super League 1. In this context, the following basic principles are defined:

1. A list must be kept for those who enter the sports facility. 2. The same entry / exit procedure is followed in the facility with the maintenance of a single entrance. A file must be kept with the presence of the players, the coaching staff and the employees in the facility, the hours of presence and the spaces used. 3. For those who enter the facility for the first time, checks will be carried out by completing a questionnaire about their recent history. Also, before entering the installation, it is recommended to heat all those who are going to enter the installation. 4. In case any person, who is going to enter the sports facility, presents - either himself or even a person from the close family environment with whom he came in contact - symptoms of fever, cough, shortness of breath, myalgia, diarrhea, sore throat, immunity or excessive will not come to the sports facility and will immediately inform the team doctor by phone. This person will have to take the special test and in case he / she is found to be negative for the virus, he / she will be able to enter the sports facility. 5. In addition to athletes, during training it is recommended, like everyone else, to wear masks throughout their stay at the facility. 6. The use of locker rooms, gym, physiotherapy, restaurant, as well as other interiors of the facility should be as limited as possible and always in accordance with the instructions of the relevant bodies for matters health. 7. The football players, the coaching staff and the minimum required staff for the cleaning and disinfection of the premises, the transfer of equipment and the catering will have access to the stadiums and the training areas. 8. The cleaning and disinfection of the material of the used areas should be done according to the instructions of the competent bodies for health issues. 9. It is recommended that football players, technical and other support staff stay home when they are not at the training center and avoid any activity or contact with large numbers of people. In case a football player needs to go elsewhere (with the exception of going to / from the facility), he should inform the Football Club, while he should wear protective masks and gloves and follow the "Precautionary Instructions for the Public "of the National Organization of Public Health. 10. The coaching staff to support the players should be limited

⁴ Available at <https://travel.gov.gr/#/>

⁵ Available at https://gga.gov.gr/images/%CE%A3%CF%87%CE%AD%CE%B4%CE%B9%CE%BF_%CE%A0%CF%81%CF%89%CF%84%CE%BF%CE%BA%CF%8C%CE%BB%CE%BB%CE%BF%CF%85_%CE%A5%CE%B3%CE%B9%CE%B5%CE%B9%CE%BD%CE%AE%CF%82_%CE%91%CF%83%CF%86%CE%AC%CE%BB%CE%B5%CE%B9%CE%B1%CF%82_%CE%A0%CF%81%CE%BF%CF%80%CE%BF%CE%BD%CE%AE%CF%83%CE%B5%CF%89%CE%BD_%CE%9F%CE%BC%CE%B1%CE%B4%CE%B9%CE%BA%CE%AD%CF%82_%CE%A0%CF%81%CE%BF%CF%80%CE%BF%CE%BD%CE%AE%CF%83%CE%B5%CE%B9%CF%82_05.06.2020.pdf

to what is absolutely necessary. 11. Everyone present at the sports facility should move to their areas of responsibility exclusively.

12. In general, to avoid transmission of the coronavirus SARS-CoV-2, the following should be applied: 12.1. Frequent hand washing with soap and water for at least 30 seconds or clean them with an alcohol-based antiseptic solution. 12.2. Handshakes or hugs are not allowed. 12.3. Avoid touching the face (nose, mouth, eyes) with unwashed hands, especially if previously there has been contact with objects that have been touched by many other people (eg knobs, switches in public areas, etc.). 12.4. Cover the nose and mouth with a tissue in case of cough or sneezing and discard immediately in a trash can. In case there is no tissue, use the inside of the elbows. 12.5. Immediate washing of hands and face in case of contact with another person. 12.6. Avoiding synchronization conditions. 12.7. Keeping a distance of two (2) meters from other people, or a protective mask in public areas. 12.8. Personal conversations or updates should be carried out at a distance of two (2) meters.

IV. Facilities Issues - Human Resources 1. The Football Clubs should provide sanitary material as well as protective material (masks, gloves, antiseptic liquids, etc.) and the facilities and equipment must have been cleaned and disinfected in accordance with the instructions of the competent bodies. 2. Additional protection measures for SARS-CoV-2 coronavirus should be taken in relation to the following:

2.1. Human Resources

2.1.1. The personnel necessary for the training should be identified and recorded.

2.1.2. This personnel will have the right to attend the trainings, under the more specific conditions of the present.

2.1.3. The staff should be distinguished: -On a high degree of protection, which concerns the staff who are in direct contact with the coaching staff and the players. In this category belong the football players and their families, the coaching staff and their families, as well as the necessary staff for the training and their families (medical staff, carers, etc.) degree of protection, which concerns security personnel and their families and other facility staff and their families.

2.1.4. Those who attend or visit the sports center, according to the above, are considered to have a high degree of protection and should observe protection measures, in terms of prevention against coronavirus.

2.1.5. The maximum number of all attendees, at any time, (footballers and coaching staff) in a field, should not exceed, in any case, eighty (80) people.

2.1.6. Office workers and residents of hostels located within the facility / training center, must comply with both the rules hereof and the rules of keeping distance in private companies and not be involved with the athletes and the spaces used by them.

V. Training Issues 1. During team training, the football players can train without limitation on the number of players participating in each exercise and keeping distance. It is recommended, where possible, to reduce congestion to a minimum and to keep a distance in cases such as e.g. in the instructions of the coaching staff, in the queues for the execution of an exercise, in the recovery and so on. 2. In addition to the athletes during the team training, a distance of two meters from each other person will be observed. 3. The sports equipment, after each use, should

be disinfected before being reused by another player so that in group exercises and doubles the balls alternate frequently. The staff that collects the balls during training, will wear gloves and a mask and after dipping them in a basin with chlorinated water (1 part household bleach to 10 parts water according to the instructions of the National Organization of Public Health) or disinfect them with a cloth soaked in the above solution, let them dry before giving them back for use. 4. During a double or regular match, at each exit of the ball from the field of play a new, clean ball will be given and the used one will be disinfected. 5. Football players should strictly use their own water bottles / vials or other energy preparations. 6. During the training / exercise, no handshakes or hugs will be made, while spitting is explicitly forbidden. 7. The members of the coaching staff are allowed to watch the training, maintaining the maximum possible distance between themselves and the players. 8. Before and after the completion of the training, all involved will be subjected to control for symptoms, respiratory problems and temperature measurement.

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:

- a) 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
- b) 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

No.

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

Not at the time of writing.

11. *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.

- 12. *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.

- 13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

During summer period, a high interest was noted in relation to new investors for buying or investing into football clubs from several countries abroad (Australia, UK and USA) but up to a negotiating stage process.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Due to an ongoing high increase of incidents in Greece lately and especially in Athens, there is not a clear plan yet on how the supporters will be allowed to attend games and stadia. Regarding the amateur championships though and with the season starting next weekend, there is no official decision from the Hellenic Football Federation, as with the pandemic in progress everything is fluid and can change.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

Specific plans in that event are not yet clear as there is an ongoing progress of a variation of pandemic infections changing everyday which can be assumed as a "second wave" due to high increase of incidents lately especially in Athens.

MALTA

By Sihon Gauci and Carlo Mamo¹

2. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/2020 season was suspended in March. On 19 May 2020 a definitive premature termination of the BOV Premier was declared by the Federation, with approximately 6 matches cancelled. The Club with the most points at the time of termination was crowned the winner.

The 2020/21 season started on 19 September 2020. The Federation published a protocol which has been approved by the country's health authorities. The protocol includes:

- testing of a representative sample of clubs' players and staff on a regular basis
- management of positive cases – individuals concerned would quarantine for 14 days (the mandatory period established by the health authorities); rest of the squad to swab and continue training if tested negative.
- hygiene principles – stadium zoning, limited use of dressing rooms, matches without spectators (until further notice), social distancing and use of masks at all times (except on pitch), temperature checks at stadium entrance, and sanitisation of dressing rooms and restricted areas between matches.²

3. ***Has the Government/Federation/League adopted (and updated) 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 agency SportMalta issued 'Return to training guidelines' in May 2020. The guidelines were not specific to football but gave broad guidelines for all sports practiced in Malta.³

- 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)?***

In August the Federation published 'proposed' medical protocol. These were proposed to the Health Authorities. In September 2020 the Federation published the approved medical protocol with some amendments to the original. The protocol is comprehensive and includes social

¹ Malta Football Players Association – info@maltafpa.com

² The full protocol can be accessed here:

<https://www.mfa.com.mt/en/news/news/4475/protocol-for-competitions-approved-by-health-authorities.htm>

³ The Guidelines are available at <https://www.sportmalta.org.mt/archives/13038>. In June the Federation issued 'return to activity' for the national team.

(<https://www.mfa.com.mt/en/news/news/4405/return-to-activity-programme-for-national-squads.htm>)

distancing measures, testing frequency protocols, management of positive cases, hygiene measures among other things. All games will be played behind closed doors (<https://www.mfa.com.mt/en/news/news/4475/protocol-for-competitions-approved-by-health-authorities.htm>)

4. *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?*

Professional players bound by an employment contract do not have the option to refuse to return to training without breaching their contractual obligations. Amateur players can stop playing at any point.

The medical protocol published by the Federation does not deal with these scenarios. There are no legal provisions in place to protect players, coaches or staff in such scenarios.

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

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

Employees in industries that were not operational during the country's partial lockdown were given a government supplement of €800 a month starting from March. Sport employees were able to benefit from this. The process used for these grants was that the employer, had to apply on behalf of the employee. The employer then received the funds, and had the responsibility to transfer said funds to the employee immediately. This process has not been without its challenges. Various players have reported to the Players Association that they suspect the club has received the funds on their behalf, but has not yet transferred the funds to them. Other players reported not knowing whether the club applied on their behalf or not. The Players Association has been liaising with an officer within the Federation and another one within Malta Enterprise (the organisation tasked with the distribution of these funds), to sort out these issues.

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

This has been confirmed by an official from the Malta Football Association:

In June 2020 the FIFA Council approved the FIFA COVID-19 Relief Plan, aimed at ensuring the provision of financial support to assist with football's resumption and protect the game's future well-being. Following extensive analysis and consultation on July 1, 2020 the Malta FA Executive Committee endorsed FIFA's response package to help football clubs address the unprecedented difficulties faced due to the pandemic.

The amounts were distributed to clubs of all divisions with the equivalent of 10% paid directly to club nurseries for youth development purposes.

A further amount was allocated to Women 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?*

In Malta there is no Association of sports doctors.

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

When the season was suspended in March, some Clubs stopped paying players. Collective Bargaining Agreement discussions between Clubs and the Players' Association broke down with no agreement. Following this, some players reached individual agreements with their clubs. The Players' Association assisted said players upon their request.

Most players however were never approached by the Club to reach an independent agreement. In this case the full salary remained owed to the Players. The Federation issued a document, informing the Club that in absence of an independent agreement and a collective bargaining agreement, the full salary is owed. This was further confirmed at NDRC level as well.

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

Some clubs reached agreements with their whole squad, other clubs negotiated with individual players. The Players' Association has legally assisted players in their negotiation stages.

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

Various meetings were held to try to come to a collective agreement. Clubs, Federation and Players Association submitted proposals, but a mutual agreement could not be reached and discussions broke down.

9. *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 Maltese Civil Code provides for a 'force majeure' statutory defense to non-performance. It states that "*the debtor shall not be liable for damages if he was prevented from giving or doing the thing he undertook to give or to do, or if he did the thing he was forbidden to do, in consequence of an irresistible force or a fortuitous event*". It does not however delve into what constitutes an irresistible force or a fortuitous event.

The concept of 'Force Majeure' does not automatically apply due to Covid 19 in Malta. A successful 'force majeure' defence is very difficult since courts tend to interpret it very stringently. To my knowledge there has not been a successful use of force majeure defence for non or late payments due to Covid 19 in front of the NDRC.

- 10. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

Courts in Malta have interpreted Force Majeure provisions stringently in order to ensure that they are not used deceitfully by a party in order to evade responsibility. COVID-19 on its own, does not bring about an automatic force majeure event. The non-performance must be directly due to the Force Majeure event. It is not enough that the performance of the obligation has become more burdensome or is suddenly more expensive to fulfil. Moreover a ‘force majeure’ event must be inevitable within the limits of proper diligence, unforeseeable and free from the involvement of the party to a contract.

During the partial lockdown, the government, gave employers in industries that had to completely shut down, the option to seek permission from the Department for Industrial and Employment relations, to put employees on unpaid leave (with some conditions). However, when the Players’ Association followed up, none of the Clubs had requested or been granted such permission. In view of this, Maltese Employment Law remained applicable, which in turn provides that the amount stipulated in the contract remains applicable in full.

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

In April 2020, the Malta Football Association issued a ‘Guidelines for Clubs and their Employees’ for its member clubs, in which the major guidelines expounded by FIFA in its *Guidelines on Regulatory Issues in the context COVID-19*, were referenced.

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

a. *Broadcasters*; There were no significant developments.

b. *Sponsors*; There are a few clubs which depend on sponsorships for a large percentage of their budget. Covid 19 have caused financial hardship in various industries, which in turn saw a reduction in sponsorships.

- 13. *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.

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

While various clubs have suffered financially, none have filed for insolvency.

- 15. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

One of the top tier league clubs has had a change in administration in the past months, with the inclusion of a major investor. However, it is doubtful whether COVID-19 was the main or only instigator. The club in question has had financial struggles far preceding COVID-19.

Details as to the nature of investments were not published to the general public. As the players' Association we have no access to that information.

16. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

The medical protocol approved by the health authorities does not foresee the inclusion of supporters for the foreseeable future.

17. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

An official from the Malta Football Association confirmed the following measures have been agreed to:

A competitive match cannot be postponed if the team has a minimum of 16 players, including 2 goalkeepers, available from the squad list who are negative, notwithstanding the obligation to self-isolate imposed on the rest of the squad. Where less than 16 players (including 2 goalkeepers) from the above-mentioned list are available, the match will be postponed.

- (i) Where, in extraordinary circumstances, any of the National League competitions is terminated prematurely due to the impossibility of its natural completion for reasons beyond the control of any party, the classification following the last match played shall be deemed final, provided that all clubs have one-fourth (1/4) or less of the competition yet to play. This provision shall not apply to knock-out competitions.
- (ii) Without prejudice to sub-article (i), where not all clubs in a competition have played the same number of matches upon the termination of a competition as provided above, the classification of such competition shall be based on the average number of points each club obtained per match played until such termination.
- (iii) Other than with respect to a club(s) that, at the moment of termination as provided above, would have already mathematically won the competition or have been mathematically promoted or relegated, where the respective competitions have not yet reached the stage as provided in sub-article (i), they shall be declared abandoned and no champion shall be declared. Furthermore, in such case there shall be no promotions and/or relegations.
- (iv) Accession to participation to European competitions shall be in accordance with rules, regulations, directives or guidelines issued by UEFA.

THE NETHERLANDS

By Laurens Korbee and Kevin van den Oetelaar¹

1. *Was the 2019/20 professional football season competed? When is the 2020/21 season scheduled to start and what measures haven been imposed/arrangements made to ensure the continued safety of football in your country?*

The 2019/2020 professional football season was not completed. Both professional football leagues (i.e. the 'Eredivisie' (Dutch premier league) and the first division) were cancelled. The Royal Netherlands Football Association (KNVB) decided that for the 2019-2020 season no champions would be proclaimed. Neither relegation nor promotion took place and European club football places were distributed according to the current place on the ranking.

With regard to the 2020/2021 season, the first division started on 28 August 2020. The Dutch premier league (Eredivisie) started on 12 September 2020.

The government and KNVB imposed several measures and made arrangements to ensure the safety of football. First, the 'basic rules' regarding the coronavirus must always be adhered to outside the playing field. For instance, outside the playing field, all players, staff members, officials, etc., must stay 1.5 metres from each other. This measure is also applicable for staff members and all substitute players. Physical contact is only allowed on the playing field between players.

In the context of football matches and training sessions, a lot of measures have been imposed, such as (but not limited to):

- Players and staff members are regularly tested. In specific, players and staff members must take a coronavirus test at least once a week and, in any case, 24 hours before a match. Referees, assistant-referees and fourth officials are also tested before a match takes place. Players, team-officials, referees, assistant-referees and fourth officials are only allowed to be present at a match in case of a negative test result.
- Players and staff members are advised to travel alone to a match or, in case a team travels by bus, to stay 1.5 metres from each other.
- Players and staff members of visiting teams are advised to stay in a hotel before a match, in order to ensure safe travel. In case a visiting team travels by bus, they must comply with the '1.5 metres-rule'.
- It is allowed to use dressing rooms, which should first be cleaned and disinfected. However, players and staff members must stay 1.5 metres from each other.
- Teams are not allowed to enter the player's tunnel, and to enter the playing field, at the same time. The home playing team shall enter the playing field first.
- The match balls are disinfected before and after the match.
- Only personal water bottles may be used.

¹ 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 (O).

2. *Has the Government/Federation/League adopted (and updated) 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);***

Training sessions have been resumed whereby the basic rules regarding the coronavirus must be observed. Players and staff members are regularly tested (please refer to the answer to question 1 above).

- 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.

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?*

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 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.

As from 1 October 2020, the so-called 'NOW 3.0' shall be applicable. The NOW 3.0 applies until 1 July 2021 and contains three three-months periods with different terms and conditions. For the first period, until 31 December 2020, the revenue decrease of at least 20% still applies.

However, as from 1 January 2021, businesses must suffer a revenue decrease of at least 30% (instead of 20%) to be eligible for the NOW 3.0. Besides, the reimbursement by the government shall be decreased: 80% in the first period, 70% in the second period and 60% in the third period.

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 met². It is not clear yet whether and when an appeal to this Article of the Dutch Civil Code may succeed.

9. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of “force majeure” in the context of an employment relationship?***

No, not yet.

10. ***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.

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

a. Broadcasters;

² 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;
- 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.

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.

12. 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

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

No.

14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?

No.

15. What plans are in place to allow supporters, if not already allowed, to attend games at stadia?

Since the start of season 2021/2021, supporters of visiting teams are not allowed to attend (away) games at stadia. Supporters of the home playing team were allowed to attend (home) games under some strict conditions. However, as from 29 September 2020, the Dutch government imposed new measures regarding COVID-19. As a consequence thereof, spectators are not allowed to visit sports activities anymore and supporters are thus not allowed to attend football games at stadia.

The following conditions were applicable for supporters of home playing teams during the start of season 2020/2021:

- Since supporters must adhere to the basic (government) rules regarding the coronavirus and especially the ‘1.5 metres-rule’, only 20-40% of the capacity of a stadium may be used. The exact percentage of a stadium’s capacity that may be used in favour of supporters, depends on the circumstances, such as: the number of entrances and exits, the infrastructure and the composition of the audience. With regard to the composition of the audience, it is important to note that – according to the basic government rules – people under the age of 18 do not need to stay 1,5 metres from *each other*, children under the age of 13 do not need to stay 1,5 metres from other people at all, and members of the same household also do not need to stay 1,5 metres from each other.

- Supporters are not allowed to sing loudly or to shout.
- It is advised to sell tickets online.
- Tickets that are sold are linked to a specific seat/place in the stadium, in order to facilitate the so-called “source and contact research” by the Dutch Public Health Service in case a supporter who attended a match tests positive on the coronavirus.
- Before supporters may buy tickets online, as well as before supporters may enter a stadium, they must undergo a health check. This health check involves five questions regarding the coronavirus. For instance, one of the questions of the health check is whether supporters had any symptoms that may point to the coronavirus (such as a runny nose, sneezing, a sore throat, a sudden loss of smell or taste, etc.) in the last 24 hours or at the moment. Only if a supporter answers each question with ‘no’, the supporter is allowed to buy a ticket respectively enter the stadium.
- Face masks are not obligated for supporters. N.B.: in September 2020, face masks were only obligated in public transport. However, as from 1 December 2020, face masks are obligated in any indoor public space.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

As a consequence of the premature termination of the 2019/2020 season, the KNVB adopted regulations that apply in case the professional football leagues cannot be completed due to ‘force majeure’ (such as a ‘second wave’) or unforeseen circumstances. However, in case of such an event, the KNVB shall first do its utmost to try to complete the domestic leagues (whether or not in a modified format).

According to the aforementioned regulations, the following is applicable in case the KNVB decides that the domestic leagues cannot be completed:

- In the event that, at the moment of premature cancellation of the domestic leagues, not all teams have played at least 50% of the regular amount of matches (i.e. 17 in the Eredivisie and 19 in the first division), all results in the Eredivisie and first division are deleted and therefore null. As a consequence thereof, there will be no ranking and no champions will be proclaimed. Neither relegation nor promotion shall take place and European club football tickets shall not be distributed according to the place on the ranking.
- In the event that, at the moment of premature cancellation of the domestic leagues, all teams have played at least 50% of the regular amount of matches, the European club football tickets shall be distributed according to the place on the ranking. Neither relegation nor promotion shall take place, unless a club is already irrevocably promoted or relegated on the basis of the ranking. No champions will be proclaimed, unless a club is already irrevocable champion on the basis of the ranking.
- In the event that, at the moment of premature cancellation of the domestic leagues, all teams have played at least 85% of the regular amount of matches, champions will be proclaimed, relegation and promotion shall take place, and European club football tickets shall be distributed according to the ranking.

NORWAY

By Ronny-V. van der Meijl¹ and Espen Auberg²

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The Norwegian football season is played from spring to autumn. The season was due to start on 5 April but 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.

The ban on organized training was lifted for the premier division for men. Clubs belonging to the men's premier division were allowed to organize trainings as of 7 May. The first round in the championship in the premier division for men was played 16 June. Following successful training and matches for the premier division for men, clubs with teams in the first and second division (second and third level) for men and the premier and first division for women, were allowed to train and to play matches.

Teams allowed to play matches must comply with a training protocol and a match protocol issued by the Norwegian Football Association. The match protocol inter alia allows up to 200 spectators to attend the matches.

2. ***Has the Government/Federation/League adopted (and updated) 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.³

The handbook is detailed and the applicable guidelines varies between the categories.

The general guidelines are as follows:⁴

- i. One person shall at all organized training be defined as responsible to safeguard that the governments anti infection rules are followed.

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³ <https://www.fotball.no/tema/nff-nyheter/2020/fotballens-koronahandbok-er-klar/>

⁴ 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>

- 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 Norwegian government, in collaboration with the Norwegian Football Association, has issued regulations that allows clubs with teams in the top divisions to train and play matches. These teams must comply with strict training and match protocols which, inter alia, requires the clubs to test the players frequently, regularly monitor the players' health and to implement measures that minimises the risk of infection. Some competition formats have been amended, although the top division for men is played in its original format. Games are played at the home teams' stadiums with maximum 200 spectators.

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.⁵

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!”.⁶

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 off 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.

⁵ See more detailed info from the Norwegian players union: <https://www.niso.no/post/regarding-layoffs-unemployment-benefits-and-other-information>

⁶ <https://www.vg.no/sport/i/2GAMpv/striden-om-permittering-gi-oss-en-rettssak>

Significant dismay with clubs that temporary laid off 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?

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:

- a. the validity of the contract
- b. interpretation of the contract
- c. 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 system⁷.

⁷ Cfr. International sports law journal 2009 1-2 editions page 54 (article: Players’ Agents and the Regulatory Framework on Corruption in International Sports Law”)

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 & Reinertsen⁸.

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.

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.

⁸ Case Reference: Rt. 2012.168

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

No.

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

Not to our knowledge.

11. *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.

- 12. *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 reduced⁹.

- 13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

Norwegian clubs are solely owned by their members, and there are limited possibilities to invest in football clubs. We have not noticed interest from new investors following COVID-19.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

At the moment 200 spectators are allowed to attend matches. Any increase in the number of spectators will need amendments to national legislation. There are no immediate plans to increase the number of spectators, but this issue is considered regularly, in connection with the national COVID-19 infection rate.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

The Norwegian Football Association has not issued regulations that regulate a possible lockdown caused by a possible second wave of COVID-19. However, as the season started late, the number of possible match dates are limited, making the competitions vulnerable for a second wave of COVID-19. If the competitions cannot be completed, the consequences must be assessed and determined by the Executive Committee.

⁹ <https://www.antidoping.no/nyheter/COVID-19-og-antidopingarbeidet-i-norge>

POLAND

By Maciej Bałaziński¹ and Karolina Letniowska²

1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country*

The 2019/20 professional football season officially ended in Poland on 31 July 2020. However, it has been completed only with respect to certain competitions. The games that have ultimately been recommenced after suspension were these of the first professional football division – Ekstraklasa, the 1st and the 2nd league, as well as the Polish Cup. These competitions were completed in July 2020. On the contrary, competitions of the 3rd league and lower, women's football competitions (except for the play-offs), futsal and junior competitions have been suspended and subsequently terminated.

The 2020/21 football season officially started on the 1 August 2020. Games of all football competitions have already been recommenced, although subject to a number of safety measures imposed by the Polish Football Association (PZPN).

In principle, PZPN has maintained its guidelines on the return to training and competitions of Ekstraklasa issued for the completion of the 2019/20 season and highly recommended that these guidelines be observed by the clubs participating in Ekstraklasa in the 2020/21 season. In particular, the clubs shall establish *training teams* consisting of the core players and training staff, run regular medical surveys on members of such *training teams* and report their results to the Medical Team of PZPN. Furthermore, the clubs were asked to run two rounds of tests for SARS-CoV-2 immediately after the return to training after the holiday break and repeat such tests on the members of the *training teams* at least once a month. All the results shall immediately be reported to the Medical Team of PZPN. Additionally, during the games, each stadium is divided into safety zones. Zone 0 can only be accessed by players and members of staff who has been examined negatively for SARS-CoV-2.

In regard with the 1st, 2nd league and the clubs participating in the first round of the Polish Cup, PZPN has undertaken to conduct the initial tests for SARS-CoV-2 on the *training teams* of the clubs participating in these competitions. These clubs are also obliged to continuously monitor the health of the players, conducting regular medical surveys.

As a result of these measures, players participating in football competitions in Poland are routinely tested. Due to a general considerable increase of COVID-19 infections in Poland, regular health examination and testing of the players have recently also revealed a number of cases among them. In such situations, infected players are being immediately isolated from the rest of the team and the games involving them are being cancelled and rescheduled.

With respect to referees, they are subject to the health monitoring system, including medical surveys, isolation and tests for SARS-CoV-2, if necessary.

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2. *Has the Government/Federation/League adopted (and updated) 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

Immediately after suspending all official football competitions in Poland due to the outbreak of the pandemic in March 2020, 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 establish *training teams* and 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 2020. 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 of Ekstraklasa, the 1st and 2nd league were recommenced in the days that followed.

As described above, the clubs already started to train and play regularly in the 2020/21 season, although *training teams* are subject to continuous medical supervision and single matches are being cancelled and rescheduled if necessary.

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 could take place behind closed doors – only the staff necessary for the proper organization of games was allowed to be present in the sports facility in which the match takes place (up to 200 persons);
- everyone was obliged to cover their mouth and nose, except for the players and referees during the warm-up and game;
- sports facilities were 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; and
- the abovementioned zones could cross or overlap in no way.

Subsequently, at the beginning of June 2020 it has 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.

As of 8 August 2020, the Polish government has decided that the number of spectators allowed to enter the stadium during football matches shall be generally increased to 50% of its capacity.

However, due to the varying levels of contagion in different regions of Poland, the territory of the country has been divided in different contagion zones – red, yellow and green – depending on the level of the contagion risk, from the highest to the lowest respectively, with different rules regarding the number of spectators allowed to enter the stadium.

Nonetheless, due to the considerable increase of COVID-19 cases in Poland, it has been decided by the government that starting from 17 October 2020 all football matches once again take place 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?*

As a general rule, players, coaches and staff are obliged to return to all sports activities if they are permitted to do so 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 could have applied for the general benefits foreseen in the so-called ‘anti-crisis shield’ for entrepreneurs, self-employed and contracted parties. Such benefits included:

- 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 did not contain any benefits that could 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, worth over 116 millions Polish zloty – the equivalent of over 250.000 EUR. The package included:

- additional funding for clubs participating in Ekstraklasa, the 1st, 2nd and the 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 the Polish Cup; and
- 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.

On 24 July 2020, PZPN has authorized the part of the aid package consisting of 50.000.000 PLN (almost 11.000.000 EUR) of funding for clubs participating in Ekstraklasa, the 1st, 2nd and the 3rd league.

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, 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 have undertaken measures in order to reduce and/or postpone payment of remuneration due for the period of work stoppage caused by the pandemic. The clubs participating in the games of Ekstraklasa in the 2019/20 season 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 based their actions primarily on FIFA COVID-19 Football Regulatory Issues ('FIFA Guidelines'). Therefore, most of the clubs pursued 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 a 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 sought to find a common solution with its entire team. In practice, only if such joint negotiations failed, did the clubs pursue individual discussions. Nevertheless, as required by law, the amendments agreed upon must have been inserted in each individual player's contract. Thus, the final outcome of these negotiations largely depended on the financial perspectives of the club and the approach of the player. In most cases, however, the players manifested their understanding for this unfavourable situation and showed 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 had 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 these entities in order to mitigate the financial negative consequences of the pandemic.

While PZP assessed positively the prompt response of PZPN to the existing situation in the form of the abovementioned aid package, it strongly opposed measures undertaken in the Polish football industry that give considerable leverage to football clubs over their players. In particular, PZP firmly disagreed 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 criticized 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 *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 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. It shall be observed that all the teams have reached some sort of agreement with the players lowering and/or suspending part of the salary due for month March, April, May 2020.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

No, the authorities of Poland did not adopt any national legislation related to the interpretation of the concept of 'force majeure' in the context of an employment relationship, especially as a response to the outbreak of the pandemic. Impossibility to perform contractual obligations due to the unforeseeable circumstances shall be evaluated pursuant to generally applicable law and the abovementioned institutions.

10. *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 *inter alia* that the new registration period following the season 2019/2020 shall start on 1 July 2020 and end on 30 August 2020.

Moreover, this resolution provided 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 were about to expire on 30 June 2020 could have been 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 were about to expire on 30 June 2020 could have been extended until 31 July 2020 subject to consent of both clubs and the player; and

- in any case, if the parties in question could not reach an agreement in terms of such extension, the player could not be registered in any other club (including the releasing club) until the completion of the 2019/2020 season.

Interestingly, there was no uniformity at the national level as regards to 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. Therefore, this resolution is rather of a recommendatory nature and the clubs must base their actions primarily on FIFA Guidelines.

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

a. Broadcasters;

Despite of the outbreak of the SARS-CoV-2 pandemic, agreements with broadcasters of Polish football competitions remained unaltered. Only the broadcasting schedules were subject to necessary modifications. What is more, cooperation between PZPN and broadcasters has been expanded starting from the 2020/21 season, with the latter broadcasting games of the first division of women's football – Ekstraliga.

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 expressed their understanding for this extraordinary situation and no radical measures are being undertaken in respect of cancellation of contract/claim for damages.

12. *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 continued in a regular course. However, all hearings initially scheduled to take place during the months of March – May 2020 have been postponed. Currently, hearings in disciplinary and regulatory proceedings take place on a regular basis.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

As far as the publicly known information is concerned, there have been no examples of extraordinary investment plans in any specific football clubs due to the financial crisis following the outbreak of the pandemic.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

Initially, the first games recommenced after the suspension of football competitions took place behind closed doors. As of 19 June 2020, the spectators were allowed to enter the stadiums up to 25% of their capacity.

Subsequently, the Polish government decided that starting from 8 August 2020, stadiums can host spectators up to 50% of their capacity, every second seat, alternately in rows. The clubs responsible for the organization of matches could adopt stricter measures with respect to their audience.

However, as indicated above, the territory of Poland has later been divided in different contagion zones – red, yellow and green – depending on the level of the contagion risk, from the highest to the lowest respectively, with different rules regarding the number of spectators allowed to enter the stadium.

Most recently, due to an abrupt increase of COVID-19 cases in Poland, the Polish government decided that starting from 17 October 2020 all football matches are to be played behind closed doors.

As can be observed, these rules are subject to dynamic modifications. Possible alleviation of the abovementioned restrictions is dependent on the mitigation of levels of contagion in Poland.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

As of today, the football competitions of the 2020/21 football season proceed as scheduled, subject to the adopted safety measures. As mentioned above, particular games are being cancelled and rescheduled in the event one of the players or staff members from the *training team* results infected by the coronavirus in order to maintain safety of football.

However, there is no official information regarding the specific measures planned for further cancellation or postponement of domestic leagues on the side of PZPN. Such measures would most probably be subject to official decisions of the Polish government in this respect.

PORTUGAL

By Rui Botica Santos¹

- 1. Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/20 professional football season was completed on 2 August 2020. The 2020/21 season has started on 13 September 2020, and the first match of the first professional division started on 20 September.

The guidelines of the Government and the National Health Authority (DGS) are still enforced and should be respected. Additional guidelines for this football season have been released. The clubs/leagues/federations must adopt a rigorous contingency plan for COVID-19, covering measures for: (i) prevention, (ii) risk assessment, (iii) performance of tests, (iv) procedures when a positive test is detected in pre-competition; and (v) procedures before a suspected case.

- 2. Has the Government/Federation/League adopted (and updated) measures relating to:***

Based on the DGS guidelines, the league issued the Returning of Professional Football Plan (“*Plano de retoma do futebol profissional*”). Similarly, to the previous plan adopted for end the 2019/20 season, the focus is on the prevention of the disease.

The plan of the league for this season is more detailed. It has a wider scope now also adopting measures to be specifically complied with by: i) security; ii) emergency services; and iii) press amongst others.

- 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***

Due to a long interruption period of training and football competitions, it is recommended that a sports medical evaluation be carried out for all athletes and referees in the resumption of training, regardless of the existence of sports medical examination valid on the date of resumption of training.

- 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)?***

For the returning of competitions, the guidelines do not cover any relevant updates. It merely adds more detailed information on preventing measures to be adopted as general hygiene and also at travels, locker rooms, doctor’s office, amongst others.

- 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***

¹ Partner of Coelho Ribeiro & Associados (CRA), CAS Arbitrator.

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, with the resumption of competitions, it did not stop training to maintain their physical form. Therefore, it was unjustifiable for clubs to invoke the suspension of the labour contract when the players were 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 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 since the beginning. Although they have highlighted that, football is dependent on 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 Clube (“Sporting”) negotiated a 40% pay cut for the months of April, May and June 2020. Futebol Clube do Porto (“FCP”) also managed to reach a collective agreement with the players for the salary reduction. 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 one of the few clubs which applied the *lay-off* regime.

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

Negotiations have been carried on an individual basis for some clubs. Clubs like Sporting, Sport Lisboa e Benfica and FCP, during the suspension of competitions managed to reach an agreement with the players collectively for the reduction of salaries. 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 were not directly engaged although they have raised their opinion publicly.

For the time being the talks between the players and their respective clubs have been done on a mutual agreement basis. The PFF and the League are closely monitoring the developments.

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 actual definition under the Portuguese law to the concept of Force Majeure. However, articles 790 to 792 of the civil code provide for concepts of objective and temporary impossibility. The regime of abnormal circumstances (“*alteração das circunstâncias*”) may also be applicable to such occurrences and its regime is defined under article 437 of the Portuguese civil code.

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 art. 309º of 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.

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. With a maximum payment of €1.905,00 corresponding to 3x the RMMG (minimum guaranteed monthly retribution), article 305(3) of the Labour Code, not exceeding such amount.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

To the best of our knowledge there has not been adopted any legislation or case law to assist interpreting the concept of “force majeure” in the context of an employment relationship.

The only case law regarding force majeure in Portugal is dated 18 December 2013 from the Portuguese Supreme Court of Justice which has found that Force Majeure is determined by the French “theory of unpredictability” which requires the existence of an unpredictable change of circumstances, external and independent of the will and behavior of the parties, meaning completely outside their sphere of control, which causes a deep imbalance in the internal reciprocal obligations.

10. *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.

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

a. Broadcasters

Altice, Vodafone and NOS, together with Sport Tv, 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, at the end of May, when it was announced the return of competitions in June 2020, Altice, showed itself available to compensate the clubs in the amount corresponding to 2 months without football.

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). On the other hand, the second professional division has confirmed a new naming sponsor, from now on it will be named “*Liga Portugal SABSEG*”.

12. *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 PFF 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.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

The owner of Lille (Mr. Gérard Lopez) has been in negotiations to acquire Boavista SAD, the company that controls Boavista Football Club (a first division club).

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

The intention of the league is for the return of fans. Liga and the DGS gathered at a meeting in order to define the possible return of supporters to the stadia. It was decided to proceed with 5 pilot- tests with the reintroduction of public in matches of the national team and second professional division. On 19 October 2020 a meeting took place with the representatives of the professional league, the DGS and the Government where an exhaustive technical report on the 5 pilot-tests matches with supporters will be presented and discussed in order to establish what the next steps are.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

No official notice has been given in relation to this matter.

ROMANIA

By Adrian Stângaciu¹

1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?*

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 before² 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 2020.³ 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 competitions⁴ (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.

¹ 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).

² 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/>

³ 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/>

⁴ <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 license for the Liga 1 and without the license 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 Liga 2-a futsal. No clubs will be relegated, and the clubs ranked first and second in the Liga 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.

The Season 2019/2020 come to an end on 12 August 2020 with regard to both Liga 1 and Second Division (Liga 2). On 9 and 12 August 2020 were played the games in order to be decided if the 3-rd placed in the Second Division will promote in the Liga 1 or the last team ranked in the Liga 1 will remain in the same Division for the Season 2020/2021.

The Season 2020/2021 of the Liga 1 started on 21 August 2020. The Second Division commenced on 29 August 2020 and the 3-rd League started on September 12.

Also, the Futsal Top Division started on 10 October 2020 and in the Women Top Division the first game of the 2020/2021 Season was played on 5 September 2020.

The RFF imposed a medical protocol in order for the 2019/2020 Season to be completed and this protocol was updated⁵ on a regular basis and is applicable also for the 2020/2021 Season.

2. *Has the Government/Federation/League adopted (and updated) 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 orders⁶ with regard to the conditions necessary to be observed in order to resume team sports in the training camps. Also, after the beginning of the 2020/2021 Season, other orders were issued updating the measures and conditions necessary to be implemented by the teams playing in the sport's official competitions in connection with training camps and official games.

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 2020⁷ 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.

The abovementioned protocol has been constantly updated by the Romanian Football Federation (*please see the answer at the question no 1 above*).

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)?*

⁵ The current version of the protocol can be found here: <https://www.frf.ro/wp-content/uploads/2020/09/Proceduri-COVID19-07102020-v2.pdf>

⁶ 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

⁷ <https://www.frf.ro/recomandate/protocolul-medical-pentru-reluarea-antrenamentelor-a-fost-aprobat-de-comitetul-de-urgenta-al-frf/>

On Saturday, 30 May 2020, The Youth and Sport Ministry and The Health Ministry issued the Order no. 601/971/2020⁸ 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, 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?*

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/play.⁹

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, to let a first thesis of the RFF's RSTP.¹⁰ 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.

⁸

<http://www.monitoruloficial.ro/emonitornew/emonviewmof.php?fid=MS44MDc1MTQ3NDU4Mzc0RSszMA=>

⁹ No such cases known. More than that all the players, staff and coaches are eager to return to train/play.

¹⁰ [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*

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 employer,¹¹ 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 contracts,¹² 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’.

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

¹¹ According to art. 52 paragraph (1) lit. c) of Law no. 53/2003 - The Labor Code,

¹² Only a limited number of players and officials are concluded an employment contract, most of them signed sporting activity contracts (civil contracts).

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 parties¹³; 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 Viitorul¹⁴), most of them just imposed the legal provisions that allow the clubs to unilaterally suspend the player's contracts.

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 statements¹⁵ 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 drafting¹⁶ 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.

¹³ <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>

¹⁴ Info available at: <https://www.digisport.ro/fotbal/liga-1/mentalitate-de-campion-reactia-unui-jucator-de-la-viitorul-dupa-ce-i-a-fost-reduc-salariul-825945>

¹⁵ One of them available at: <https://www.frf.ro/comunicari/comunicate-frf/apel-la-solidaritate-la-adresa-tuturor-membrilor-familiei-fotbalului-romanesc/>

¹⁶ The draft can be found here <https://lege5.ro/Gratuit/ge3dkmrtgm2a/ordinul-nr-631-890-2017-privind-aprobarea-modelului-cadru-al-contratului-de-activitate-sportiva>

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

No. At the moment there are several litigations ongoing, both in front of RFF’s judicial bodies and state courts with regard to the force majeure in the context of employment relationship. However, none of these were decided in a final manner.

It is important to mention that, at least in front of RFF judicial bodies, the force majeure in the context of employment relationship or in the context of the contracts concluded between players and clubs was interpreted in favour of clubs.

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

The FIFA Guidelines were published on the RFF official website¹⁷ and also a working group¹⁸ 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 20 April 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).

11. *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.

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.

¹⁷ Available at: <https://www.frf.ro/featured/noi-recomandari-fifa-privind-contractele-jucatorilor-si-perioada-de-transferuri/>

¹⁸ 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/>

- 12. *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.

- 13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

Yes, several new partnerships were concluded for new owners to control football clubs, however, it is not specified that these investments are made due to the financial crisis following COVID-19.

There are at least 2 clubs in the top division that have new owners: FC HERMANNSTADT and DINAMO 1948 SA. If in the case of FC Hermannstadt the previous owners are still involved in the club, in the case of Dinamo, the previous owner and management left the club and the club is owned now by Spanish investors and has also a new management based on foreign directors (Spanish).

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Due to the number of COVID-19 cases in Romania, that even at this moment is increasing each day, the authorities decided to allow football to be played but without spectators. It is not expected for the fans to be allowed in the stadiums in the following months (i.e until the end of the year 2020).

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

RFF decided to adopt some principles in order for all the stakeholders to be aware of how the competitions will continue, will be stopped or resumed in the 2020/2021 Season if a new lockdown will be imposed by the authorities.

Long story short, the main idea is that it will be played as much games as possible, using all possible dates (before and after lockdown if the case may be) until the date established as the

final date of the season (i.e. 29 May 2021). No games are allowed to be played after the established date as the end of the season. Also it has been decided that only if a minimum number of games will be played until the end date of the season (i.e. for the Liga 1 it will be the end of the regular season – each team playing 2 games against all the other teams in the League, one game at home and another as visiting team -) then the season will be concluded. In any other situation the season will be cancelled.

A special decision was taken with regard to the Romanian Cup games that are not played due to COVID-19: if a team is not in the position to play the game due to COVID-19 reasons (i.e. the club is not in the position to have at least 12 players and a goalkeeper on the match sheet) then the match will not be played and the result will be 3-0 in favour of the team that was able to play.

No games will be postponed in case of the Romanian Cup.

RUSSIA

By Anna Smirnova¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continues safety of football in your country?***

Yes, the 2019/20 professional football season was completed on 22 July 2020.

On 9 June 2020, the Executive Committee of FUR introduced the Regulation "On Resuming the training process and match organization of the Russian Football Premier League Championship and the Cup of Russia in 2019/20 season". Therewith, the FUR determined the basic principles for resuming of training (*e.g.* regular diagnostics of the personnel, constant disinfection of surfaces and premises, prohibition of entering the training facilities for people unrelated to sporting activities, *etc.*) and the detailed instructions for maintenance of safety at the different training facilities (training bases and camps, kitchens, equipment storage, medical assistance rooms, transport, gyms, *etc.*).

The new 2020/21 season started on 8 August 2020.

2. ***Has the Government/Federation/League adopted (and updated) 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-Being,² 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.

Generally, the return to team training and the arrangement of competition is governed by the regional authorities who are also in charge of controlling the compliance with safety measures undertaken by the federal and regional authorities.

- 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:

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² 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.

- 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; and
- 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;
- Social distancing at the greetings of the visiting club; and
- Daily medical examination.

On 9 July 2020, the Minister of Sport in Russia recommended that the all-Russian and regional sports competitions can be resumed in the subdivisions of the Russian Federation.

On 31 July 2020, the Minister of Sport in Russia together with the Chief State Sanitary Doctor of the Russian Federation issued the Regulations "On organization and carrying out of the official sports and physical culture events on the territory of the Russian Federation in retention of risks related to COVID-19 spread". Therewith, it is set that an organizer of the sports event must notify the Chief Executive Official of the region about the planned sports event 20 days in advance.³

Furthermore, in accordance with the afore-mentioned Regulations of 31 July 2020, among other measures it is established that the organizer of the sports event shall:

- Arrange for the contactless body temperature measurement for the participants and personnel entering the sports facilities;
- Arrange for the PCR testing for the participants and personnel engaged in the sports event with mandatory negative results being confirmed 3 days before the start of the event;
- Oblige the participants, spectators (if any) and personnel to use the means of individual protection (except training and competition time for athletes and referees); and
- Immediately notify about the elevated temperature and/or other symptoms revealed during the checks.

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?*

³ Originally the time limit was 35 days, however, since 24 August 2020, the 35-day time limit was reduced to 20-days.

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. 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.

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 the 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. *Has your country adopted national legislation / developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

The concept of ‘force majeure’ as such is absent in the Russian Labour Code (unlike in the Russian Civil Code). However, on a case by case basis, the national courts can take into account the ‘force-majeure’ circumstances while deciding particular questions (*e.g.* non-payment or reduction of salaries, refusal of an employee to go on business trip to risk zones, *etc.*).

10. *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.

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

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

12. *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).

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

Yes, several new investment (partnership) contracts were signed between private businesses and football clubs, however, it is not specified that these investments are made due to the financial crisis following COVID-19.

For instance, by commencement of the 2020/21 football season, PFC CSKA signed new sponsorship agreements with Promsvyazbank, Joma and Fonbet, whereas the new general sponsor of PFC CSKA will be X-Holding. On 8 August 2020, PFC CSKA also announced about the new premium sponsor – the online-retailer Wildberries.

On 14 September 2020, the media reported the VTB Capital Investments became the new investment broker of Football Club Dinamo Moscow.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

In 2020/21 football season of the Russian Football Premier League, spectators are allowed to stadiums.

In this respect, the League has introduced the “Regulations regarding the arrangement of access and placement of spectators in the stadiums during the matches”. Thus, each club must develop the ticketing program so that the spectators maintain 1.5 meters between them, and the tickets are sold by the hosting club via internet. Spectators shall have masks/respirators and gloves; in the event a spectator's body temperature is above 37°C he/she shall not be allowed to the stadium.

- 16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

So far, there is no available information regarding the planned measures in the event the sports competitions are further cancelled or postponed.

SCOTLAND

By John Paul Mowberry¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 19/20 Season was completed. The 20/21 Season began in the top league, the SPFL, on 30 August 2020. Other leagues are delayed, such as the second tier, which is due to start on 16 October 2020.

Measures to ensure safety include:

- Continuation and extension of return to football protocols;
- Creation by the SFA of a return to football hub – a digital centralised and directed resource to reflect ongoing changes to government Covid guidance;
- Development of phased return by way of increased transparency on testing numbers and results, and published outcomes;
- The joint response group which was set up originally has agreed further measure with the Scottish Government regarding evaluation, education and enforcement of all Covid related issues; and
- Fans are not allowed to return with trials planned throughout the start of the season in small groups.

2. ***Has the Government/Federation/League adopted (and updated) 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?***

¹ John Paul Mowberry is a Scottish lawyer and Arbitrator at the Court of Arbitration for Sport. Email: jp@football-support.com

Yes, there have been continual updates—as above—these updates have been jointly managed by the SFA, in conjunction with the Scottish Government and the League. Communications have been published in detail.

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

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

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?)?*

No. This concept is not strictly referred to in standard player contracts. There has been an ongoing issue whereby the SFA took legal advice on behalf of clubs to consider whether the player contract, Schedule 3, clause 12, allows clubs to suspend player contracts further to a decision by the SFA to suspend football itself.

This led to a situation whereby players and the players' union obtained legal input that contracts were not frustrated by the operation of SFA suspension, whereas some clubs continued to use this clause to intimate that contracts could be suspended.

To date, no contract has been suspended in this way.

- 9. *Has your country adopted national legislation / developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.***

No.

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

There has not been any test of this in football in Scotland. Therefore, there is no directly relevant precedent. In relation to general employment law, the matter has been considered by counsel, but the most recent written opinion available to me did not support any input of force majeure into football contracts.

- 11. *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 overcompensation 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 begins². 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.

- 12. *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.

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

No.

² 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/>

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)***

I have no information on actual takeovers nor investment made on this basis.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Firstly, an indicative date for phased return was identified as 14 September 2020. This was then pushed back. A phased return of fans from 5 October 2020 was then planned, but that was then postponed.

Test events had been agreed and allowed by the Scottish Government, but currently, the decision about any specific dates and the extent of tested returns remains outstanding. This issue is being dealt with between the SFA and the Scottish Government. Clubs have tried to encourage return of fans.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

The approach taken so far to further lockdowns has been on the basis that they are regional. So, for example, when issues have arisen about one particular city, games have been postponed for a limited period.

It is likely that the Scottish Government will continue to target the virus on a regional level at this stage.

In relation to a general lockdown/suspension of football for the season, I would need to research further about specific plans in place at this stage. My understanding is that the format of the protocols currently in place would be adopted again, but I do not have sufficient information on this question.

SERBIA

By Ksenija Damjanovic¹

1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country*

The Serbian (professional) football competitions Super League (first division) and First League of Serbia (second division) for men are completed on 20 June 2020. The season's calendar was shortened, play-off and play-out were not played.

The national Cup for men's football was resumed from 3 June 2020 with quarterfinals match, semifinals was played on 10 June 2020 (only one game per round) and finals took place on 24 June 2020.

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.

On 23 July 2020, the Crisis Staff for the Suppression of Infectious Diseases COVID-19 issued Conclusion on request of Football Association of Serbia that football competitions can take place behind closed doors with full respect of measures to prevent, suppress the spread and reduce the risk of COVID-19 disease.

The 2020/2021 season in Super League was scheduled to start and it started on 01 August 2020, whilst the beginning of 2020/2021 season of First League of Serbia started on 15 August 2020.

As mentioned above, all participants in organisation and performance of matches are bound to comply with the Government's measures to prevent, suppress the spread and reduce the risk of COVID-19 disease.

The specific measures to ensure the safety of football in Serbia are in compliance with UEFA Return to Play Protocol.

2. *Has the Government/Federation/League adopted (and updated) 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

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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 the 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)?

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 2020, 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 6 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 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 have entered into force on 1 June 2020 and they have foreseen 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 were 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 was 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 3 June 2020 (quarterfinals), 10 June 2020 (semifinals) and 24 June 2020 (finals).

The leagues of women`s clubs, 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.

Finally, the last Order on banning gatherings in public places and indoors passed by the Minister of Health on 16 July 2020 (Official Gazette of RS, No. 100/2020 and 111/2020), foresaw the ban of public gatherings on the entire territory of the Republic of Serbia of more of 30 people at the same time indoors and outdoors, with the condition of 1.5 m of social distance, one person per 4 m2 respectively.

Based on this Order, the matches in Super League and First League of Serbia in season 2020/2021 are playing behind closed doors for the time being.

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 Gayette 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 Gazzete 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; and
- 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; and
- 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 its President 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 case, 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.²

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

² 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.

Case law and jurisprudence define force majeure as an external event, which could not have been predicted, avoided or overcome. According to legal commentary on the Law of Contract and Torts, it derives from Article 177 para.1 of the Law of Contract and Torts which is a general rule on exemption from liability for damages caused by an external event that could have not been predicted, avoided or overcome. This article states the following:

„ Article 177. Exemption from Liability

(1) An owner shall be exempt from liability after proving that injury or loss took place due to a cause outside the object of property, whose effect could not have been foreseen, avoided or eliminated.``

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

No official reaction yet.

11. 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.

12. 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.

13. 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.

14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?

There have not been any reports about this issue as only FC Vozdovac and FC Cukaricki among Super League clubs are privatized. The privatization of football clubs in Serbia is a long-awaited process and it is foreseen in near future.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

The plan to allow supporters to attend games at stadia is dependent on the decision of the Crisis Staff for the Suppression of Infectious Diseases COVID-19.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

It will be decided in cooperation with the Crisis Staff for the Suppression of Infectious Diseases COVID-19 having in mind the previous experience from last season.

SLOVENIA
By *Luka Milanović*¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures haven been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/2020 season was completed on 22 July 2020, whereas the 2020/21 has begun a month later on 22 August 2020. NZS adopted a protocol on medical and hygiene standards according to which a face mask is obligatory for all participants when entering the stadium and while on the stadium, with an exception for the players on the field. Moreover, only the head coach and referees are not obliged to wear face masks. Footballs are to be disinfected before the warm-up, start of first and second half and after the match is finished. Each player can only use his own water bottle. There is no group photography before the start of the match and no handshakes with the referees. Players on the bench have to sit at least 1.5m apart, if possible.

- 2. *Has the Government/Federation/League adopted (and updated) 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.).

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.

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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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

No.

10. *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.

11. *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.

12. *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.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

It is no secret that NK Olimpija Ljubljana is for sale, however, with reasons not connected to COVID-19. Apart from that, no other publicly available information on new investors was reported.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

On 29 August 2020 NZS adopted the decision allowing fans to attend games at stadiums subject to clubs obtaining a permit from the National Institute for Public Health to organise a public event with spectators prior to each match. The organizer has to assure that all fans will respect social distancing measures. Face masks are recommended while fans are on their seats and are necessary when entering and exiting the stadium and in case social distancing measures cannot be respected in its entirety. Fans are to be measured their temperature on the entrance and will have to sign a declaration on not having any COVID-19 symptoms and not having been in contact with anyone with COVID-19 symptoms in the last two weeks. Should a fan have a temperature over 37 degrees Celsius or reject to sign the declaration, the organizer must prohibit such a fan the entry to the stadium.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

None.

SWEDEN

By Marie-Anne Lindhardt¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

Normally, the professional leagues start at the beginning of April, since the Swedish football season runs from 1 January to 31 December (spring/autumn season). Hence, when the pandemic broke out, the 2019 season was already completed and the leagues for the 2020 season had not yet started.

Due to the pandemic, the start of the season 2020 was postponed. Instead of starting in April as usual, the main professional leagues for men (i.e. Allsvenskan and Superettan) and the second highest league for women (i.e. Elitettan) started on 14 June 2020, while the highest league for women (i.e. OBOS Damallsvenskan) started first on 27 June 2020 in accordance with a request from the participating clubs. Ahead of the start of the leagues Svensk Elitfotboll ("SEF") and Elitfotboll Dam ("EFD"), i.e. the associations for the professional clubs participating in the main male leagues (SEF) respectively in the main women leagues (EFD), created two protocols each on how their respective clubs should conduct their business in order to ensure the continued safety of football.

In regard to the measures that have been imposed to ensure the continued safety of football, see the next section.

2. ***Has the Government/Federation/League adopted (and updated) 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 reported by the media, the restrictions in Sweden have not been, in comparison with big parts of Europe, very extensive. The general recommendations were, until the end of October, that teams could continue their training activities, but that they were 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 be isolated until free from symptoms and after becoming free from symptoms, wait seven days before participating in any organized training;
- Team activities should be held outside;
- 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; and
- It should be possible for the players and coaches to keep a good hand hygiene at the facility.

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At the end of October the first local recommendations were announced, and additional regions have followed thereafter. Based on these local recommendations training activities have, in the relevant regions, only been conducted by the teams in the highest divisions and by youth teams (for children born 2005 or later). As per 14 December new national recommendations will apply and these recommendation will once again open up, under restricted forms, the possibility for individuals born 2004 or earlier to participate in training activities.

In regard to the professional clubs, both on the men and women side, these shall also, in addition to the general recommendations, apply their respective protocol on the safeguarding of the clubs' training environment (see next section).

SEF was the first organisation to draft and adopt protocols for training and matches, and these protocols have been used as inspiration both for EFD and 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 could start and thereafter continue, both SEF and EFD respectively produced two protocols for how the clubs were to conduct their activities going forward. These protocols have been updated on a regular basis in relation to amendments in applicable recommendation and lessons learned along the way.

The first protocol² concerns how the clubs should work to safeguard the training environment and the second protocol³ sets forth how official matches should be arranged and conducted during this period with COVID-19.

The protocols drafted and adopted by SEF were presented to the Swedish Health Agency during the first part of May and were part of the documentation leading up to the announcement to allow professional sport activities as from 14 June 2020.

The protocols are divided into five different phases:

- 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 Swedish Football Association ("SvFF") decided to 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 apply to the main professional leagues of both men and women as well as for the men's national cup.

² <https://www.svenskelfotboll.se/wp-content/uploads/2020/10/Protokoll-traning.pdf> (the protocol for main men leagues, the protocol for the main women leagues has not been officially published).

³ <https://www.svenskelfotboll.se/wp-content/uploads/2020/11/Protokoll-Fas-4-1.pdf> (the protocol for main men leagues, the protocol for the main women leagues has not been officially published).

It should also be mentioned that from the end of March up until 31 October there was a general probation in Sweden against public events and gatherings with more than 50 people, and thereby a prohibition against supporters at the clubs' football matches. As from 1 November an exception was granted to inter alia sporting events⁴, whereby sporting events with up to 300 supporters are allowed under the precondition that the supporters are seated and that there are a distance of at least one meter between each and every one of the supporters.

Unfortunately only a few football clubs had the possibility to allow up to 300 supporters to their football matches. This since local recommendations have been announced in several regions since the end of October, first decreasing the maximum limit for public events and gatherings to a maximum of 50 people, and as per today a maximum of only 8 people.

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 need 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?)*

Short-time work allowance

⁴ Note that the main rule since 24 November is a maximum of 8 people at public events and gatherings.

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, or 60 per cent⁵, while the employees' salaries only are reduced with 4, 6 or 7.5 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.

Special crisis packages for the Swedish sports movement

On the 20 March 2020 the Government decided to allocate a special crisis package of SEK 500 million to be distributed to stakeholders within the Swedish sports movement. The responsibility for determine the criteria applicable for the financial support and for the final decision on the actual distribution of the money was directed to the umbrella organisation for the Swedish sports movement, i.e. to Riksidrottsförbundet.

The financial support was distributed to sports organisation that during the period 12 March 2020 – 30 June 2020 suffered from increased costs or lost revenues as an effect of COVID-19, and then primarily to organisations where the increased costs or lost revenues would risk to have negative consequences for the organisations' children and youth activities. In total approximately 4 000 sports organisations applied for financial support, and the total amount requested through those applications amounted to SEK 1.3 billion.

It was a delicate task for Riksidrottsförbundet to allocate the financial support among the applicants. The final decision on the allocation was taken in June. Riksidrottsförbundet decided

⁵ For the period May – July 2020 a fourth level of short-time work was applicable, a reduction of the employees' working hours with 80 per cent and a salary reduction of 12 per cent.

to allocate 91 % of the crisis package to clubs and 9 % to associations/districts, which in total meant SEK 128 million to football clubs, district football associations and to the SvFF.

In addition to the first SEK 500 million, the Government decided, on the 5 September 2020, to allocate an additional amount of SEK 1 billion to the sports movement. The organisations will be able to apply for support for:

- Actual additional costs which have occurred as a consequence of a cancelled, reduced och postponed event;
- Lost revenues due to the cancellation or reduction of an event/business, revenues which cannot be recovered; and
- Lost revenues from activities arranged by the organisation where revenues for participation normally are received on an ongoing basis.⁶

The additional costs or the lost revenues for which the organisations can apply for compensational support (see above), have to be related to Q3 or Q4 2020.

On 16 November it was announced that a total of SEK 554 million was to be distributed to different organisations as compensation for Q3.⁷ It should here be especially noted that the professional clubs participating in the main male leagues decided to give up a part of their share of the crisis package to the benefit of the professional clubs participating in the main women leagues.⁸

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.

SEF 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. 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, EFD 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

⁶ <https://www.rf.se/bidragochstod/Bidrag/kompensationsstodtillidrottsforeningar/>

⁷ <https://www.rf.se/Nyheter/Allanyheter/over2300idrottsforeningartilldelaskrisstod/>

⁸ <https://www.svenskelitfotboll.se/fordelning-av-kompensationsstodet-klar/>

of up to six months and upon application 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 have also been entered into between SEF 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 Spelarföreningen 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

No.

10. *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 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 was complemented with an additional period of two weeks, and thereby exceed the ordinary limit of 16 weeks.

Thereby, the summer registration period for the male players was moved forward with two weeks, from 15 July 2020 – 11 August 2020 to 29 July 2020 – 25 August 2020. For the women players, the ordinary summer registration period applied.

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

a. 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 all 30 rounds of the respective leagues for the 2020 season have been 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, or the agreement shall apply on the same terms as before the COVID-19 outbreak.

b. Sponsors

The leagues' main sponsors have so far honoured their agreements.

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.

12. *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)?*

Doping tests are still conducted, but extra precautionary measures have been implemented with the aim safeguard the athletes and the doping control officers.

13. *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 assumptions in regard 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 etc.⁹ With that said, the 2020 season ends on 31 December 2020 and so far no club has applied for bankruptcy.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

The Swedish sports movement is as a main rule based on non-profit organisations. There is a possibility for the football clubs to transfer a part of its football activity to a limited liability company, but if a club uses this possibility it still must own at least 51 % of the company. A consequence of this 51 % rule is that it is not that common with investors buying into football clubs. It is more common that the clubs have an investment company connected to their club.

During this period of COVID-19 there have been additional investments made by investment companies, but if this is a result of COVID-19 or if the investments would have been done any way, is not possible to say.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

As previously mentioned, since 1 November an exception allowing 300 supporters at the stadiums at each match apply, under the condition that the supporters are seated and that there are a distance of at least one meter between each and every one of the supporters. An exception that the clubs more or less have not been able to take advantage of since local recommendation

⁹ https://www.ey.com/sv_se/news/2020-press-releases/05/14-av-15-allsvenska-klubbar-kan-ga-i-konkurs-pa-grund-av-coronap.

have been announced in several regions decreasing the maximum number of people at public events and gatherings to first 50 and later on 8 individuals.

16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?

In the event that the leagues would have been cancelled, the SvFF decided that the main rule for the season 2020 was that no winner would have been announced, and that no clubs would have been promoted or relegated. Luckily, the professional leagues have not been cancelled and the final matches for the season were held during the weekend 5-6 December. The only matches that now remains are qualifying rounds for determine the final teams to be promoted/relegated for the next season.

SWITZERLAND

By Kai Ludwig¹

1. *Was the 2019/2020 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?*

As from 19 June 2020, matches in the two highest leagues (Super League and Challenge League), which had been suspended since the end of February 2020, were resumed and the remaining 13 match days completed. The 2019/20 season thus ended regularly, after 36 match days, on 3 August 2020. Almost simultaneously with the continuation of match operations, on 22 June 2020, the Federal Council extended the limitation on the number of spectators at matches from 300 to a maximum of 1000. At the same time, the Swiss Football League (SFL), in cooperation with the authorities, drew up a comprehensive protection concept², which included various measures to provide the best possible protection for players, officials, spectators, guests, and media representatives against infection with the coronavirus.

The 2020/21 season has started on 18 September 2020. From 1 October 2020, it was also be possible to hold matches with more than 1,000 spectators again, but subject to specific protective measures. However, due to the increased number of coronavirus infections, the number of spectators in all cantons is currently limited to a maximum of 50. Some cantons have set lower limits or excluded spectators completely. Matches in the two highest leagues continue to be played. The above-mentioned protection concept has therefore been updated by the Swiss Football League and initially provides:

- Only seating is permitted in the stadiums;
- Masks are mandatory;
- No more than two thirds of the available seats may be occupied;
- There are no seating quotas for guest fans;
- Seating is compulsory in the catering area;
- The consumption of alcoholic beverages may be restricted; and
- Regular checks are carried out to ensure compliance with the measures and to penalise any infringements of the rules.

2. *Has the Government/Federation/League adopted (and updated) 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

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² https://www.sfl.ch/fileadmin/user_upload/www.sfl.ch/downloads/Corona/Schutzkonzept_Spielbetrieb_SFL_2.0.pdf

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 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 2020³. 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 insolvency⁴. In the meantime, the total amount of the relief fund has been increased to CHF 175 million. In addition, part of the loans intended for semi-professional and professional clubs will no longer have to be repaid if certain conditions are met⁵.

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.

³ The restriction was initially reintroduced in September 2020 but was lifted again at the end of October 2020 as the number of cases increased heavily.

⁴ <https://www.baspo.admin.ch/de/aktuell/COVID-19-finanzhilfen-sport.html>

⁵ <https://www.baspo.admin.ch/de/home.detail.news.html/baspo-internet/2020/parlament-unterstuetzt-a-fonds-perdu-beitraege-professionelle-semiprofessionelle-klubs.html>

- 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.

It should be further noted that all performance-related salary components were currently not being paid, which - especially in the case of highly performance-related contracts - resulted 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, SAFP) 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)⁶. 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 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.

⁶ <https://www.admin.ch/opc/en/classified-compilation/19110009/index.html>

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

The respective legislation remained unchanged and specific case law is not (yet) known.

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

Not yet.

11. *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.

12. *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 athletes⁷.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

⁷ <https://www.antidoping.ch/en/news/statement-coronavirus>

No.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

Until 30 September, the capacity was limited to a maximum of 1000 spectators. From 1 October, this restriction was lifted, and, in principle, more spectators were again be admitted. However, the following restrictions still applied:

- Only seating is permitted in the stadiums;
- Masks are mandatory;
- No more than two thirds of the available seats may be occupied;
- There are no seating quotas for guest fans;
- Seating is compulsory in the catering area;
- The consumption of alcoholic beverages may be restricted; and
- Regular checks are carried out to ensure compliance with the measures and to penalise any infringements of the rules.

Due to the increased number of coronavirus infections, since 28 October 2020 the number of spectators in all cantons is currently limited to a maximum of 50. This does not include persons who are involved in professional activities (athletes, staff, coaches, etc.); neither does it include volunteers for sporting events. The cantons are free to tighten up (but not relax) the Federal Council's measures in their own territory. Some cantons therefore have set lower limits or excluded spectators completely.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

Concrete scenarios for a case of a further cancellation or postponement of domestic leagues are not known. However, it can be assumed that in the case of a second wave and an associated lockdown, the match operations would again be completely suspended for the duration of the lockdown. The regulations of the Swiss Football Association stipulate that if more than half of the matches of a season can be played, the season will be considered to be valid.

TURKEY

By Anil Gursoy Artan¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

Turkish Super League ended on 27 July 2020. First league ended on 30 July 2020. Second league ended on 15 March 2020; however, a play-off has been organized and played between six teams. This play-off round was played between 20-28 July 2020. Third and last professional leagues ended on 15 March 2020; however, a play-off was organized and played between twelve teams. This play-off round was played between 23-25 July 2020.

Turkish Football Federation enacted detailed COVID-19 Regulations where detailed precautions were listed. The games were played behind closed doors.

2. ***Has the Government/Federation/League adopted (and updated) 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 29 May 2020 a detailed Regulation for the Leagues was declared. According to this Regulation, all the medical precautions were listed. It is very detailed on what measures have to be taken for training, game days, testing, etc.

The guidelines can be accessed at the following [link](#):²

- 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)?***

For the Turkish Super League and First League, the format was not changed; but the COVID-19 Regulations were applied with great care. The Super League played as it was played before Covid 19 (i.e. home and away games); however, all the games were played behind closed doors and the officials of the home team were limited. Teenagers and children could not be appointed as ball boys. Every person who is going to attend the game, either a referee, player or official, is tested at least 48 hours before the game. Disinfectants were located every 20 m. All the facilities were re-organized in accordance with the social distancing rules, etc.

The remaining professional leagues format has been changed for the 2019-2020 season. Only a play-off round has been organized at a certain city. They were also played in accordance with the above referred Covid 19 Regulations.

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?***

¹ Sports lawyer.

² <https://www.tff.org/default.aspx?pageID=471&ftxtID=33273>

There were no special regulations regarding this problem. Any player who refused to participate in the games got in contact with their clubs. There was only one player who did not want to continue his career in Turkey and parties terminated their employment contract mutually.

4. What are the specific measures taken by:

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

There were a lot of benefits for workers and employers. The majority of the minimum wage workers are still being paid by the Government, several postponements made for tax and social security payments, banks were ordered to give credits for low interest rates, some tax ratios were lowered, etc.

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

No. There was no special funding organized by the TFF.

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?)

The Clubs could not make payments during the COVID-19 break. There are still clubs who could not complete their obligations regarding the 2019-2020 season.

6. Do clubs negotiate with players, individually?

Some clubs did.

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

No. There is no union in Turkey relating football business.

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?)

No declaration has been made by the TFF and named the COVID-19 pandemic as a 'force majeure'. However, I believe that any dispute regarding unpaid receivables will be the subject

of ‘force majeure’ and the judging authority (either civil courts or TFF NDRC) will take it into consideration.

- 9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

Force majeure has been defined under the Turkish Code of Obligations and consequences have been foreseen. It is quite similar with any continental law system. In cases where 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.

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

TFF solely translated the guidelines and shared it with the clubs; however, no regulatory action has been taken.

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

a. Broadcasters

The broadcaster is “Bein Sports” (Company) in Turkey and owns the broadcasting rights of the Super League and First League. The broadcasting company had problems even before the COVID-19 outbreak because the Agreement is in US Dollars. Since the fluctuation was on the detriment of the Company, the Company asked several amendments like fixing the dollar—Turkish lira currency at a certain point—prolonging the agreement, etc. The negotiations are ongoing, but the main problem is the Company stopped making payments.

b. Sponsors

There were no significant developments, but since the economy is in stress, sponsors are not very eager to renew their contracts for the new season.

- 12. *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 anti-doping testing has been relaxed; however, no official declaration has been by Turkish NADO.

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

No.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

No.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

At the beginning of 2020-2021 season, TFF declared that 30% percent of spectator seating capacity will be accepted, and the use of boxes will be allowed. However, the Ministry of Health advised TFF to postpone their decision until the end of the first period. On 3 September 2020, TFF declared games will be played behind closed doors until the end of the first period.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

There are no specific measures planned for a further cancellation or postponement.

UKRAINE

By Yuliya Bogdanova¹

1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?*

The Ukrainian Premier League (UPL) season 2019/2020 was completed (except U-19 and U-21 championships) and finished on 19 July 2020. The First League championship was also completed and finished on 20 August 2020.

The Second League championship was cancelled. Current places in league table were fixed on the date of cancellation.

The UPL season started on 21 August 2020. The First League championship started on 5 September 2020. The Second League championship started on 11 September 2020.

To ensure the safety of football in Ukraine the following measures were taken:

- obligatory COVID-19 testing every 14 days in UPL competition (First League and Second League – not so often);
- social distance between the squads (they arrive at the game at different times);
- the appearance of the squads on the field unescorted with children and without shaking hands between the players;
- disinfection of the stadium spaces;
- obligatory wearing of the protective masks in technical zone;
- obligatory temperature screening of every person entering the stadium;
- food and drinks are not provided at the stadium;
- press conference holding is virtual or on the field, not in press center;
- spectators are permitted depending on the color of the quarantine zone (Ukraine is divided into four quarantine zones: red, orange, yellow and green). In red zone the presence of spectators is forbidden, in other zones – the spectators are allowed, but according to the special restrictions. In any case the ticket sales must be organized in a manner that the spectators sit with 1.5 meters between each other.

2. *Has the Government/Federation/League adopted (and updated) 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 are the ‘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 providing the teams with a period of at least two weeks of preparations before the restart.

¹ CEO of Box-to-Box LLC, sports lawyer, Ukraine.

The majority of teams in the Premier League and First League have started their training sessions on 11-12 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)?***

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's tests, Karpaty Lviv, were positive. As for now, all matches with participation of Karpaty are suspended and 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 either by UAF regulations or 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. If so, it applies equally to all individuals. Now the quarantine regime is loosened by the Government, 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 is 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 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?)***

No, the Ukrainian legal system doesn't recognize the COVID-19 pandemic situation as "Force Majeure." Unfortunately, we don't have any other concept having the same effect.

- 9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.***

No.

- 10. *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 has also 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.

11. 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.

12. 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 oversights are suspended.

13. 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.

14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?

No, there were not.

15. What plans are in place to allow supporters, if not already allowed, to attend games at stadia?

Ukraine is divided into four quarantine zones: red, orange, yellow and green. In the red zone, the presence of spectators is forbidden. In other zones, the spectators are allowed, but according to the special restrictions. In any case the ticket sales must be organized in a manner that the spectators sit with 1.5 meters between each other. Also, the obligatory temperature screening, obligatory wearing of the protective masks and gloves, obligatory disinfection.

16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?

As to the present moment, no.

SECTION IV

AMERICAS

ARGENTINA

By Ariel Reck¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

In Argentina, the football championship was finally cancelled by the Federation (“AFA”) on 28 April 2020 for all categories, including women’s football. All relegations are also suspended for two seasons, until 2022.

The new season will start in 2021. As from 30 October 2020, a new “ad-hoc” first division tournament will start in a “cup” format.

For the other divisions, the cup format tournament shall grant two teams the promotion to the upper division. Each division is designing its own format and then the AFA executive committee shall approve them.

In the second division, San Martin from Tucumán, one of the best placed teams before the cancelation of the season, lodged an appeal to CAS asking for its immediate promotion. The request was recently rejected by CAS in an award issued on 1 October 2020 (operative part only) TAS 2020/A/7096.

- 2. *Has the Government/Federation/League adopted (and updated) 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 return to team training protocol designed between the government and AFA was approved in August and started beginning of September. The reason behind such decision was the return of the Copa Libertadores competition and the need to train and play for the Argentine teams competing in it. Argentina was the last country that approved the return to training.

The protocol included an initial massive testing of players and staff, first training in small groups of up to six players, no general laundry etc. Some clubs tried to implement a “bubble”, but it did not result (Boca Juniors had 12 players infected).

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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 said, the new season shall start in 2021 and the games to be played until the end of the year are either an “ad-hoc” cup for first division or a promotion tournament for the rest of the divisions. These tournaments will also be played in a cup format, with play-offs and different entry stages depending on each club’s standing before the 2020 season was cancelled. All games in all divisions shall be played 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?

There is no specific or explicit right in that regard in the federative regulations and no player made any request or complaint in that regard. For the Copa Libertadores, the head coach of Boca Juniors, who belongs to a high-risk group did not travel for away matches with the agreement of the club.

General labour legislation in Argentina grants each worker the right to preserve his health and since 16 March 2020, the government issued a resolution excepting employees belonging to high-risks groups from going to their workplaces. Such legislation is also applicable to football players, coaches and staff.

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 30 April 2020, CONMEBOL further decided to distribute 14 million dollars among its 10 member associations 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 then 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 30 June 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 will sign 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 31 December 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 reduced compensation 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. That's the pathway clubs are taking.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

No.

10. *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.

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

a. Broadcasters

Since 2017, the TV rights for the Argentine first division tournament were held between Turner and Fox corporation. During the suspension of the tournament both companies continued to pay the contractual fee. However, the fee was agreed in Argentine pesos and due to the devaluation of the national currency, the clubs were trying to raise the annual fee.

In the meantime, a commercial merge between Fox and ESPN took place, but the Argentine Competition Authority did not approve it. AFA argued the merge was not informed to it in advance by the companies and this constituted a severe breach of the terms of the TV rights agreement. Hence, it decided to terminate the agreement with immediate effect alleging just cause.

Currently, AFA is negotiating these rights with several companies including, Turner, holder of the other 50% of the rights, while Fox is preparing legal actions against AFA's decision.

b. Sponsors

There is no comprehensive report on the matter yet. However, many clubs lost their sponsors during the lockdown, especially smaller clubs with local or small company sponsors.

12. *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 anti-doping testing, I have no knowledge of its status at national level.

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

While many clubs did report financial difficulties due to the COVID-19 pandemic, no insolvency proceedings were yet started for that reason. However, we can foresee various cases

in the near future due to the combination of the COVID-19 and the Argentine economic and currency crisis.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No, football clubs are civil associations in Argentina and private investment is not allowed.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

No plans in that regard yet. Based on statements made by the health ministry and sports authorities, supporters shall only return once a vaccine is available.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

The rules for the “ad hoc” tournaments to be played until 2021 are not yet released. Nevertheless, there have been various statements from lawyers, doctors and other experts asking for the inclusion of rules determining protocols and sporting consequences in cases of massive outbreaks leading to the suspension of matches.

BRAZIL

By *Stefano Malvestio and Vitor Hugo Almeida*¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

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 at that time following decisions adopted by the competent local football federations. In mid-June, the state championships began to return, with the Rio de Janeiro State Championship the first one to have an official match after the lockdown.

Currently, most of the state championships are already over and the Brazilian Championship (“Brasileirão”) started in early August. Likewise, the Brazilian Cup and the continental competitions, i.e., the “Copa Libertadores” and the “Copa Sudamericana”, which were also suspended due to the coronavirus crisis, have returned recently respecting the original format of the competition.

Because of the suspension of all competitions, the season in Brazil, which would end in December, is now scheduled to end only in February 2021. This will leave the players with virtually no vacation before the start of the 2021 season.

- 2. *Has the Government/Federation/League adopted (and updated) 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 return to team training was a great controversy as the Federal Supreme Court (STF) decided that governors and mayors are responsible for implementing restrictive measures to combat the coronavirus in their respective territories. Each city had different guidelines for the return of team trainings and returned at different times.

Furthermore, while some clubs, such as Flamengo, put pressure on the authorities to authorize training as soon as possible, other clubs, such as Fluminense and Botafogo, even when authorized, chose not to return to team training sessions at first moment because of health issues and ended up having a few days of training before the return of the competitions.

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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)?

Each competition adopted their own returning protocols, but all the protocols have in common the need for testing players, coaching staff and other people involved before the matches, the conducting of interviews respecting social distance and the mandatory use of masks while the players and coaching staff are on the bench.

For now, games are still taking place behind closed doors. But recently, clubs, federations and authorities have started to debate the return of the public to the stadium, limited to 30% capacity of each stadium.

The format of the main competitions remained unchanged, with the clubs having the same number of games and playing in the same venues as previously scheduled, including the continental competitions, forcing clubs to take several international trips during the pandemic.

As a consequence of this, the 2020 season will end only in February 2021 and the competitions will no longer stop at the so-called "International Breaks", as initially scheduled.

CONMEBOL; however, decided to increase the number of players that can be registered by each team in its tournaments ("Copa Libertadores" and the "Copa Sudamericana") from 30 to 50 players in order to reduce possible impacts caused by the pandemic of the COVID-19.

Besides that, recently, after some clubs like Flamengo, Fluminense and Figueirense suffered from outbreaks of coronavirus in their squad, the Brazilian Football Confederation (CBF) decided that the minimum number of healthy and eligible players that a club must have to be able to play a match is 13 players. Otherwise, the match must be postponed by CBF.

At this point, we can say that the coronavirus is a serious problem in Brazilian football. Of the 6,604 players tested in all four division and in the under-23, under-20 and under-17 championships, 1,257 registered positive for covid. This means that 19% of them have had contact with the virus since the beginning of the pandemic and were infected at some point. In the 22nd round of the "Brasileirão", for example, which took place at the end of November, there were a total of 60 players unable to play due to COVID-19.

Despite this, CBF reinforced that its protocol is safe and that the increase in the number of cases involving players and other people involved in football is a consequence of the relax of the lockdown in Brazil, which has caused the number of cases to rise again in the country as a whole.

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.

Recently, just after the Flamengo squad suffered from an outbreak of coronavirus, the Player's Union of São Paulo requested to CBF for the postponement of the following game, against Palmeiras, in order not to put Palmeiras' players at risk. However, the Palmeiras' players themselves stated on the same day that they would like to play the match.

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 Measure² (nr. 936/2020) which, is now converted into definitive legislation (Law nr. 14.020/20), allowing 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.

However, it is controversial if this legislation applies to professional football players since their employment contracts are regulated by specific legislation ("Lei Pelé").

Workers temporarily put under those conditions are entitled to receive government aid proportional to their monthly salaries during the period of suspension or salary reduction and have their employment post guaranteed for the same period.

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.

On 22 September 2020, the National Congress finally approved a law that guarantees athletes and other sports-related professionals that meet certain parameters the entitlement to receive the payment of the Governmental Aid, in three instalments of 600 reais (approximately 120 US Dollars) each.

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

The Brazilian Football Confederation ("CBF") implemented a fund of 19 million Reais (approximately 4 million \$US) targeted for third and fourth division clubs and women's football. In addition, CONMEBOL anticipated 60% of the prize money of its competitions for the clubs playing the Copa Libertadores and the Copa Sudamericana.

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

² 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.

As previously mentioned, the club doctors were invited by the State Federations and the CBF to prepare the protocols for returning to training sessions and competitive matches. Therefore, sports doctors and associations have been working together in this process.

However, on 27 May 2020, the Regional Council of Medicine of the State of Rio de Janeiro (CREMERJ) criticized the return of training sessions by 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 them that all the necessary safety protocols are being adopted by their medical staff.

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 legal uncertainty and the absence of a collective bargaining agreement.

Most of the clubs have reduced the salaries of players during some months of the pandemic. 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 reduced their players' salaries.

In addition, many clubs used the above-mentioned Provisional Measure nr. 936/2020 and are now using Law nr. 14.020/20 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 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 due to the impact of the COVID-19 on their finances. For this, the tendency is to renegotiate overdue payments and instalments of transfer fees which fall due for the next few months, to reduce the damages caused by the COVID-19 crisis.

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. They 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, the players union also proposed that CBF should be the guarantor of any agreement signed between clubs and players and be responsible for 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 abovementioned 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 a 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.***

In fact, there is little jurisprudence regarding dismissals under the allegation of force majeure in Brazilian law. But it is worth mentioning a recent decision in a claim filed by a Union of Construction Workers against a construction company that provisionally granted the Union's request in order to suspend all terminations of employment contracts made under the allegation of force majeure caused by the COVID-19 pandemic and determined the immediate reinstatement of all workers, as well as to refrain from terminating the employment contracts of its employees during the pandemic, under penalty of a fine.

10. *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.

The Provisional Measure nr. 984/2020, issued by the Federal Government on 18 June 2020, however, is in line with the "*FIFA Guidelines on Coronavirus*". It provisionally amended the legislation in order to stipulate that the minimum term for a sports employment contract is now 30 days (before it was 90 days) as a means of facilitating clubs extending their players' contracts until the new end of season date. Nevertheless, the term of this Provisional Measure has already ended and it was not converted into law.

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

a. Broadcasters

The broadcasting area was certainly one of the areas that experienced the most changes during this period. This is because, with the justification that such an amendment would represent a democratization of access to sport during the pandemic, which would be an incentive for people to stay in their homes, on 18 June 2020, the Federal Government issued the abovementioned Provisional Measure (nr. 984/2020) that, among other alterations, amended the legislation on the subject in Brazil.

The text of the Provisional Measure provides that the broadcasting rights of a particular match now belong to the home team of this match, alternating with the previous legislation that provided that the TV channel or platform had to have the broadcasting rights of the two clubs involved in the match to exhibit it.

This amendment had a major impact on the broadcasting market, which was previously dominated by only one large company, the "Grupo Globo". After the Provisional Measure nr. 984/2020, some clubs that did not have a contract signed with "Globo" for a specific competition started to broadcast their matches on their own on Youtube channels or sold it directly to other TV channels or OTTs platforms, exploring a new business model.

There is, however, a discussion of the applicability of the Provisional Measure nr. 984/2020 on existing contracts, which has led to some legal disputes. In any case, the Provisional Measure has a time limit of 120 days and, if it is not converted into law by then, it loses its validity and effects at the end of this period.

Furthermore, it is worth mentioning that, due to the financial impacts caused by the pandemic, "Grupo Globo", the largest communications group in Brazil, suspended or cancelled some existing broadcasting contracts it had. These include the "*Copa Libertadores*" rights, that have been renegotiated with other broadcasters, and even the broadcasting rights for the next FIFA World Cup, which the group hopes to be able to renegotiate with FIFA.

b. Sponsors

Like most 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 at the beginning of the pandemic.

Recently, however, Flamengo and Corinthians, the two teams with the biggest number of fans in Brazil, announced two major sponsorship deals. While Flamengo, after refusing an offer from Amazon, sold its master sponsorship to a bank for 35 million reais a year (approximately 6 million US Dollars) for the next three years, Corinthians sold its arena naming rights to a pharmaceuticals company for 300 million reais (approximately 55 million US Dollars) in a ten-year contract, which shows the impacts of the pandemic did not discourage all companies from investing in sports sponsorships.

12. 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) and the National Dispute Resolution Chamber (CNRD) have been conducting virtual sessions and applying sanctions to clubs and players normally.

In this context, it is worth mentioning that certain historic clubs are facing 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.

13. 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, such as the traditional Cruzeiro Esporte Clube, are struggling financially and are already considering filing for bankruptcy.

14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature

of these investments provided (for example, sovereign wealth fund or private equity investors)?

There is no news of new investors buying football clubs due to the financial crisis caused by COVID-19 in Brazil. There are, however, some reports of clubs resorting to financial support from investors in order to honour their daily basis obligations or to sign a specific player, a very common practice in Brazilian football.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

As mentioned before, the games in Brazil are still taking place behind closed doors, but, at a meeting held on 24 September 2020, clubs, federations, and the competition's authorities have started to debate the return of the public to stadiums.

The initial idea is to limit the public to 30% capacity of each stadium and to implement other safety measures, such as the respect of a social distance between the fans, the mandatory use of masks, and the distribution of hand sanitizers.

The main problem, for now, is the fact that, as mentioned above, each city and state have autonomy for implementing restrictive measures to combat the coronavirus in their respective territories. The Government of Rio de Janeiro, for example, has already allowed the return of the public to the stadiums under specific conditions.

Most of the clubs, however, argue that, to maintain technical balance in the competition, one club should be authorized to have the public in their matches only when all the clubs are authorized as well.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

In an interview given in July, in which the protocol and the calendar for the return of football was presented, the President of the Brazilian Football Confederation (CBF) pointed out that, if there is a second wave of COVID in Brazil, there is no plan B for the 2020 season calendar.

CANADA
By *Paul Champ*¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/20 professional football season is completed for the Canadian Premier League. There are still games in the MLS in which Canadian teams (Vancouver, Toronto and Montreal) are participating, but all “home” games are being played in the U.S. due to international travel restrictions between Canada and the U.S. There will be one more game before the end of 2020 – the “Canadian Championship” – between the top team from the Canadian Premier League and the top Canadian-based MLS team.

- 2. *Has the Government/Federation/League adopted (and updated) 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 the 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)?***

Yes. For the Canadian Premier League, it was a six-week “bubble” tournament held in a single location.

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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 their family for a prolonged period, and 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 are 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 17 April 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 1 June 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

Some provinces have adopted special legislation to authorize employers to lay-off employees on a “temporary” basis during the COVID pandemic, without triggering termination pay obligations. However, athletes are exempted from the protections of most employment standards legislation in Canada, including these “temporary lay-off” provisions.

10. *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.

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

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

Unknown.

12. *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.

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

No.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

None. Games are being played almost completely without fans. Very small groups—30 to 40—were allowed to watch a few games.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

Unknown what plans are for 2021.

CHILE

By Gonzalo Bossart¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The Chilean professional leagues go from January to December. The 2020 season started last January; however, it was interrupted in mid-March due to the COVID-19 outbreak.

The league re-started by the end of August, and it is expected to finish in mid-January 2021. In order to reassume the competitions, the national football association (ANFP), together with the health authorities, convened an extensive COVID-19 protocol, which among other measures, included social distancing, banned the public from the stadiums, and forces players to undergo constant COVID-19 tests.

2. ***Has the Government/Federation/League adopted (and updated) 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)?***

Yes, teams had to follow a strict training protocol before resuming the competitions, which include social distancing, testing, the use of masks, among others.

- 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)?***

General sanitary measures had banned all kinds of massive events; therefore, in order to return to competition, football had to do it behind closed doors.

Before the re-start of the season, stadiums underwent strict sanitary revisions which were conducted for obtaining the authorization that allowed them to host football matches.

Again, social distancing, the use of masks and testing of the teams has become mandatory for developing the competitions in a safe way.

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 any such kind of specific provisions in this respect. However, as workers, these kinds of situations are protected by labour law.

In general terms, an employee can refuse to work if it can be seriously proved that he/she can face a real harm to his/her health or life.

¹ 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.

4. What are the specific measures taken by:

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

By mid-March a law was passed that allows the suspension of the labour relationship during the pandemic, if working becomes impossible by way of an act of the authorities or mutual agreement of the parties involved in the labour relationship.

- 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?**

Sport doctors intervened in drafting COVID-19 protocol for football, together with the ANFP and the sanitary authorities.

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

Once the competitions were reassumed, no big issue has been raised on this topic. Players have been receiving their salaries in a normal way.

6. Do clubs negotiate with players, individually?

In general terms, during the suspension of the competitions, salary issues were negotiated collectively within each club.

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

No. However, the local players' union had been monitoring the problem all the time. It intervened supporting players in specific cases, where an agreement could not be found 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?)

Chilean labour law recognises 'Force Majeure' as a way of terminating a contract. Yet, a law has been passed banning the use of such an institution to terminate a labour contract during the pandemic.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

See previous answer.

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

No.

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

a. Broadcasters

CDF, holder of the broadcasting rights of the first and second division, Primera A and Primera B), is currently negotiating compensation amounting to approx. USD 36 million with the ANFP, which as a consequence of the pandemic, had to suspend the competitions and, therefore, breached its obligation with CDF to provide football matches.

b. Sponsors

Both the ANFP and clubs have suffered in different magnitudes, problems with their sponsors. Most of them being, re negotiations and non-renovation of the contracts.

12. *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 sports activities had a total stand still during the worst part of the pandemic (approx. four months). Therefore, there was not much material for disciplinary disputes to carry on. Regarding doping, the national bodies in charge were forced to stop during the peak of the pandemic. However, special Anti-Doping COVID-19 Guidelines entered into force to allow the testing of athletes.

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

Not so far.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

Yes. The controller of Universidad de Chile entered into negotiations to sell his stocks package; however, the operation failed in the very last minute since there was never certainty of whom the buyers were and its real intentions for the future of the club.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

There are no serious plans so far.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?***

The sanitary authorities have designed a plan named “Paso a Paso”, which details—in the case of sports—what kind of activities can be done in each stage (the plan is composed of 5 stages, where number one is the most restrictive and number five the least).

COLOMBIA

By César Giraldo¹ and Cristina Delgado²

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The A category Professional League in Colombia started on 19 September 2020. It will end by 27 December there has been several changes, taking in consideration that it is not possible to have the double tournament that usually takes place in a calendar year. Due to the lack of clarity over promotion and relegation of the clubs between the categories A and B. the league system there has been disputes.

The B Category of the Colombian Football started on 19 September and will end on 26 December 2020.

The Government approved the protocol in June 2020, on the tests were conducted on to all the players while training, and to adapt the facilities to assure the social distance between all the involved parties.

2. ***Has the Government/Federation/League adopted (and updated) 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 restarted all economic activities, but all the protocols must be presented and approved by Health and Work Ministries as of the June 2020.

The guideline presented and approved by the Government has protocols on hygienic and health safety and settles four phases:

1. detection, diagnostic and selection of the personal (already completed);
2. restructuring of the facilities, sports equipment and the delivery of hygiene kits to the whole workforce (team and all helpers) (already completed);
3. training by separated groups (completed as well); and finally,
4. training of the whole group (completed). All the specifications are into the document annexed here³.

All professional clubs have performed COVID-19 tests over all of their players and staff, and have continue to do so in order to compel with all the obligations assumed with the Government.

¹Chief Executive Officer at GHER Sports.

² Senior Associate at GHER Sports.

³ <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 period before the competition restarted was set as between 15 and 30 days, which was extended to approximately 3 months. The delay was caused due to logistical issues related to the testing of the players and coaches and the constant disinfection of the installations to ensure a safe and secure return to play.

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)?

In the same guideline, is established the entire process to return to competition. There are alterations to the format of the competitions since the end the calendar year is around the corner, and therefore there is no time to perform the double competition (2 competitions yearly) as it has been initially scheduled. As mentioned before, there is still issues to be discussed and solutioned, as the system of promotions for example, because having only one tournament this year would not allow to have the points required to dispute such promotions and relegations. These issues are still under revision by the General Assembly of Clubs in DIMAYOR (our national league).

The tournament will be carried out normally regarding the locations. The league established the guidelines for the flights and bus transportation of the clubs and also for the requirements of the hotels where they will stay when they play away as visitors.

The championships will be played without fans. The visitor's team will enter by the marathon door in their buses, not by the usual entry to the locker rooms. The local team will enter individually in particular cars. On the morning of each game there will be executed quick tests for COVID-19, to review symptoms like fever, cough and any other related to the decease. Each team can select only sixteen players, 3 members of the coach team, 3 members of the club (doctor, physiotherapist, kinesiologist, manager, etc) and 2 members of the support team, who carry the sports material and all the stuff needed. Each worker of each of the clubs, either support or players must wear all time the face mask, except for obvious reasons when they are playing.

Only one match has been cancelled due to a COVID-19, that of the Club Deportes Tolima who reported 13 positive cases. The rest of the matches have been played with no contingency.

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 Colombian Labour Law, it is not possible to refuse to return to the place to work, just because of fear or believing to do so constitutes a threat to their health and safety. If the employer is fulfilling all of the obligations assumed through the protocols of health dully approved by the Health and Work Ministries, the employees must attend their contractual duties. The Government and local authorities are promoting initiatives towards those employments that could be done remotely, to stay at home: in that way, employments that mandatory requires to be performed outside home, could be safe.

It applies the same laws to players. Unfortunately, football is not considered employment that could be performed at home or remotely, so players and coaches must return to practice and play, otherwise would be subject to disciplinary sanctions according to Labour Law and even to the termination of the contract with just cause for abandonment of employment.

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 given any financial support to Colombian football. This may be due to a “feud” between the Government and the football entities because last year, DIMAYOR turned its back to a governmental proposal regarding the broadcasting of national football. Therefore, the Government said as private businesses, they can support themselves.

We asked in few clubs if they have received any kind of help and the answer was in all cases “no”. They are now requesting the benefits established by the Government for commercial companies, in which the Government helps with a percentage of the minimum wage. But this aid is established for the companies which meet the requirements of the law, not for the sports or football industry specifically.

The financial industry is providing credits, but for all companies in Colombia. There are not special credits for the sports or the football industry.

Regarding the players, the information is that the Government through its Sports Ministry provided to one hundred of players of feminine football, groceries to their families. Nothing else is given to the players, as a specific profession. A lot of them received helps from the government but by their social class, not because of been football players.

In general, the Government has the following programs to provide aid for the whole population:

- Aid for families through the program “Familias en Acción”.
- Aid to vulnerable families through the devolution of the payments of the VAT.
- Aid for elderly population.
- Groceries for the elderly population.
- Groceries for the childhood.
- “Solidary income” as a program for families which are not included in any of the abovementioned programs.

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

Colombian Football Federation gave the clubs an amount of USD\$2.000.000 by the program of CONMEBOL “Evolution”. These resources were split between the 36 clubs in the same way they split the TV rights, and should be destined exclusively to the payment of the salaries of the players.

Moreover, between FCF and DIMAYOR was given to the clubs during the month of March, the surplus from the profits of last year. However, this is not an aid because of the crisis of the COVID-19, because these profits are usually distributed during the Ordinary Associates Meeting in March.

Besides of these payments to the clubs (that have helped them to afford the salaries of their workers), neither FCF or DIMAYOR have given any aid either to the players or its association named Acolfutpro (affiliated to FIFPro).

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

In Colombia has not been incorporated yet any Association of Sports Doctors. And also, there is not a statement provided by any medical association regarding the restart of the tournaments.

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

In Colombia is legal to suspend the labour agreement by a force majeure, just as the COVID-19, specially in football because of the Government and the Federation's orders to put on hold all major events. So, the clubs cannot operate as normal and the object of the labour agreement cannot be executed. Therefore, they could suspend legally their agreements. Nevertheless, not all the clubs decided to suspend their agreements. Only 10 of the 36 clubs have suspended their labour agreements.

The other clubs decided to renegotiate with their players a reduction of the salary. One of them, agreed a provisional reduction of the salary, and the remaining amount would be performed 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 have as term only a year or a year and a half. So, as preventive measure if this situation continues as it is right now, it would be better to reduce the wages permanently.

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, the clubs usually negotiate with each player, individually. Each club negotiate with each of their workers since the association of football players is not a union. The clubs do not have a union either. Also, inside each club and responding exclusively to business purposes, some players could negotiate special conditions for their specific contracts. As a group, sometimes the players request conditions impossible to be fulfilled. Therefore, some players acting with wisdom preferred to negotiate by themselves apart from the group. Other clubs negotiated with the whole team and solve the matter that way.

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

Firstly, in Colombia there is not a trade or labour union. Acolfutpro (which we have mentioned before), is the association of players and it is affiliated to FIFPRO. Nevertheless, this association cannot negotiate on behalf of the players with the clubs (which are the employers) because they are incorporated as a civil association and not as a labour union: Acolfutpro does not hold the mandatory authorization provided by the Ministry of Labour. Neither they can negotiate before the League or Federation because these entities are not actually the employers of the players, and do not even recognize Acolfutpro as a union.

This association have represented the players before the Government, by sending documents and pleadings on behalf of the players as a group, and asking for countermeasures regarding the situation following the COVID-19 crisis and to complain about the illegal proceedings taken by some clubs with their players.

In conclusion, there are no decisions taken at a collective level, due to the nature and kind of entity which is Acolfutpro. In the past months there were a lot of issues brought by Acolfutpro working as if they were organized as a union, including a threat of general strike, but it was impossible to negotiate on behalf of all the players, so the association decided to pull back.

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 our Civil Code and specifically for labor matters, in the article 53 of the Labor Code as an option to suspend the labor agreement. The Federation and the League did not take any special decision about these matters since FIFA has provided instructions about it and also, leaving the clubs to freely chose its way of action.

Regarding the force majeure, it is an option for the clubs to suspend the labor contracts, the COVID-19 is an unpredictable event that cannot be attributed to the action or omission of the clubs. This is an unforeseen circumstance that the tournament’s organizers decided to suspend them. Guilt or negligence cannot be pointed to the clubs. So, if the contractual object cannot be achieved by a player due to a force majeure situation, the agreement can be suspended by the club.

However, it is important that if the clubs decide to suspend the labor agreements due to the occurrence of Force Majeure, they must stop training their players, even by technological platforms, or otherwise the object of the contract would still be executed by the players and there would be no merits for wage cessation as a result of the agreement suspension. We have to remember that the obligations of players are more than only to play during a tournament, but also to prepare and train themselves before those tournaments, as requirements for their performance. The Colombian clubs could suspend the contracts agreed with their players until the tournaments are resumed after the containment of the force majeure.

The consequences of the suspension of the agreements, is that the clubs does not have to pay the salary of the players. The employer is obligated to keep paying social security (so the players keep the possibility and the right to access the health system). The payment of social security is around 28% of the salary. In regular situations, the employer has to pay about 20% out of the total 28%, but since the player would not receive a wage because of the suspension, the employer has to oversee the whole payment.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

The Ministry of Work developed an instruction regarding the authorizations for suspending the contracts during the pandemic, regarding the force majeure issue brought by the spread of the pandemic.

The instructions includes: (i) the need to request the authorization to suspend the contracts directly to the Ministry and not by the territorial entities, (ii) to explain how the pandemic leaded to a cease in the activities of the company requesting the suspension.

The Colombian markets were opened since 1 September. The Ministry of Health requests all companies to provide the health and safety protocol to restart activities, and as we mentioned before, the protocol for the football industry was issued in April and approved by the governmental entities in June.

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

There were not any official reactions from the government regarding these guidelines. However, Dimayor made a report and a little resume of the FIFA guidelines so the clubs could review what the measures could be taken without breaching any federative rule.

Also, some clubs used these guidelines to postpone some payments of instalments of transfers, and even to postpone training compensation payments. The FCF decided to suspend all the procedures before the Player Status Committee and Disciplinary Committee due to this situation, so some of the clubs are trying to shield themselves and it is always the possibility for some of the clubs, to breach some payments and agreements. However, those entities have been reactivated and are operating normally since the Tournament started.

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

a. Broadcasters;

Concerning the broadcasters in Colombia, there is a big issue with the TV rights of international television, because the clubs are waiting for the first payment since September of 2019 which was not paid. During the crisis, the company chosen to broadcast and the one in charge to perform the payments, excused itself from the breaching, by saying that there is no league and consequently they could not retransmit on their platform.

Also, the payments from the national broadcaster are not being implemented due to the same reason. No league, no matches, no transmission, no payments. However, since the league restart the broadcasters have been broadcasting the matches and therefore paying to the league for those tv rights.

b. Sponsors

The clubs are very aware regarding this matter because a big amount of their sponsors, decided to suspend or to terminate their commercial agreements. Therefore, no payments are received for obvious reasons. If the trademark is not exposed within national and international television, why should the sponsor keep paying for a service that is not executed. The clubs are trying to renegotiate these agreements and giving some of the sponsors presence in their social media and within the E League that is now taking place in Colombia. Nonetheless, is not the same than the matchday and tv exposure. Moreover, this situation has been a big problem for the clubs because around the 50% of their income, comes from the sponsorship. The income derived of the TV rights is not so big, the ticketing is not much either because most of the people do support their teams at the stadium, and the prices owed from all the transfers made in January are in standby because none of the clubs have money to pay their debts.

About the FCF and Dimayor it is hard to know this situation because they are very careful with their confidential information and specially regarding all of their agreements.

12. *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)?*

Right now, all the tribunals in Colombia are operating. The Disciplinary Committees and the Player's Status Committees of both, Dimayor and FCF are working since the tournament restarted.

The Dispute Resolution Chamber of FCF has been operating even in the suspension of the tournaments.

Regarding the anti-doping testing, asking to the clubs they told us that there are not any anti-doping controls since the league restart.

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

Nowadays, most clubs are involved in insolvency proceedings because of the COVID-19. Notwithstanding, there are 6 clubs that are in reorganization-insolvency proceedings even before the COVID-19: Once Caldas, América de Cali, Independiente Santa Fe, Real Cartagena, Cúcuta Deportivo and Deportivo Pereira.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

There are rumors being spread in the news about a new investor interested over the team Once Caldas, but it is not confirmed yet how that investment would be performed, or at least it is not public yet.

Also there are another clubs as Real Cartagena, Millonarios FC, Boca Juniors Cali and Independiente Medellín that are in negotiations for sale the clubs, but again, anything confirmed.

The only confirmed business was the sell of the Club Llaneros.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

There are no plans yet to allow supporters or fans in the facilities. As far as we know, at least for the rest of the year there would not be allowance to supporters to attend the stadiums. Actually, Colombia has several carnivals and local festivities that takes place by the end of the year, but all of them have been already cancelled.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

Taking in consideration that the economy has been reopened just by September 1st, the country and the different industries does not have a plan for further cancellations or postponements derived from new lockdowns. Our country had the longest lockdown (about six months) and there is no plan to promote another quarantine since the economy is trying to restart again and would not resist even having the highest point on the spread of the pandemic.

ECUADOR

By Santiago J. Zambrano¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

In Ecuador professional football has reassumed where it was stopped. This means that professional football in Ecuador restarted at matchday No. 5. This was only applicable for first division. The third division has also restarted, but with their own calendar and with Ecuadorian Football Federation regulations. It has been established that season 2019-2020 should finish by the end of the year if it maintains the system of a matches every 3 days.

Every measure taken to ensure all the safety of football in Ecuador (1st and 2nd Divisions) was made by the Ecuadorian Football Professional League and after that, approved by the Ecuadorian government. By this moment all we know is that season 2020-2021 will start by February 2021.

2. ***Has the Government/Federation/League adopted (and updated) 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 format of the competition is the same as the beginning of the tournament. It has not changed, only the frequency of matches has. Now, every club must play a match every 3 days to finish the competition in the present year.

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?***
4. ***What are the specific measures taken by:***
 - a) ***The Government (unemployment benefits foreseen for workers in general? Other specific measures?)***
 - b) ***The Federation and/or the League (common funding? Others?)***

¹ 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.

- c) *Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?*
5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*
 6. *Do clubs negotiate with players, individually?*
 7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*
 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 the workday will only be applicable for a maximum of 12 months.

At this moment, only the Ecuadorian Football Federation has (on their own terms) accepted that COVID-19 has affected the economy of every club. They have given an option for an extra 90 days to fulfil every economic obligation arising during the COVID-19 pandemic.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

No, sports arbitration and mediation courts have followed the guidelines established by FIFA.

10. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*
11. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*
 - a. *Broadcasters;*
 - b. *Sponsors*
12. *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)?*

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

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

As far as we know, in the Ecuadorian first division nobody has invested in football clubs. Especially because our legislation does not allow investment in clubs because of the condition of non-profitable associations. Nonetheless, the Ecuadorian third division is well-known for being the most difficult tournament in Ecuador and several clubs that regularly play in the tournament could not participate this year because of the financial crisis. The few clubs that could participate are making great efforts to compete and try to ascend to the second division by having alliances with first division clubs and football agencies to promote players in order to achieve their objectives.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

For now, the plan is to work on the guidelines of the Ecuadorian Football Professional League and allow at least 30% of stadium capacity.

The plan has to go through the same process of football resumption in Ecuador, so this means that these guidelines are going to be analysed by the Ecuadorian government to make a final decision that could allow supporters in stadiums.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

Every measure taken by the Ecuadorian Professional Football League is to safeguard the competition during the present year. Such measures include the option to lose a match by 3-0 if you are not allowed to play because of a probable infection of COVID-19.

MEXICO

By Ricardo de Buen Rodríguez ¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

No. The “Torneo Clausura 2020” was cancelled. The “Torneo Apertura 2020” (first tournament of the 2020-2021 season) started on 24 July 2020. The games have been held without spectators present in the stadiums.

2. ***Has the Government/Federation/League adopted (and updated) 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***

Each team is free to decide that.

- 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 are behind closed doors. There may be games open to the public from next month onwards.

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 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 clubs and avoid playing in some conditions.

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?)***

¹ Sports Lawyer and CAS Arbitrator

No specific measures. The federation and the League have expressed that each club, as the employer, has to make its own decisions or make 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, League or clubs.

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

All clubs are making different decisions and they are keeping them confidential. Some of them have reduced the salary and others have postponed the payment or 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 player.

- 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 limited power to negotiate, in a general way, with the League, federation or 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 Mexican Labour Law, there is an article establishing that in the 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 up 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” and use this different wording with the intention of avoiding the application of the abovementioned article. Making the employers pay the complete salary or make them negotiate with individual employees or unions.

- 9. Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

No case law regarding “*force majeure*” in the context of an employment relationship.

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

Nothing official yet.

11. *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.

12. *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.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No new investors buying or investing due to the financial crisis.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

No specific plans yet. However, it has been published that the supporters may be present in stadiums from October 2020.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

No plans.

PARAGUAY

By Luis Kanonnikoff Dardano¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

In Paraguay the professional 2020 season is still underway. The season in Paraguay starts on 1 January and ends on 31 December. The first division championships are divided into two tournaments “Campeonato Apertura” and “Campeonato Clausura”.

The first tournament of the year was a success, with the last match played on 4 October 2020. The Club Cerro Porteño become the champions of the “Campeonato Apertura”

During the dispute of the “Campeonato Apertura”, in a strict application of the protocol, APF paid for a total of 10,518 tests for their clubs and referees, with 64 players testing positive for COVID-19. The matches were played without major inconvenience according to the calendar, and the players that tested positives were isolated according to the applicable health protocol. Teammates were retested every time a player tested positive for COVID-19.

Second-tier competition and all amateur football were canceled for the current season due to the outbreak of COVID-19 and the impossibility of clubs to obey the strict application of the protocol for safely returning to football.

2. ***Has the Government/Federation/League adopted (and updated) 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 sanitary protocol made by APF for individual training to resume were made on 10 June 2020, prior to that all players needed to be tested on 5 June 2020. The second phase of protocol contemplated the start of collective training in a group of twelve players on 16 June 2020. The third phase of the protocol started on 22 June 2020 with the complete squad. And after this, the return of the first division “Campeonato Apertura” restarted on 17 July 2020.

Players are going to be tested three days before every phase, and in competition, they will be tested every seven days.

In the meetings on 28 May 2020, President Robert Harrison communicated to the Presidents of the first division clubs that the APF will be covering all costs regarding the PCR testing of players, coaches, and staff.

¹ Sports Lawyer. General Secretary of the Paraguayan Football Association (APF). <https://www.apf.org.py/p/la-secretaria-general>

- 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 are being played behind closed doors.

The development of “Campeonato Clausura” changed the format of the competition due to the lack of time to play as it was determined at the beginning of the season. At the beginning, there were 22 scheduled journeys where the club with the most points will be crowned as a champion. As a result of the pandemic and the short time for the “Campeonato Clausura,” the tournament system changed its format with 11 journeys to be played. The best 8 clubs will pass to the quarterfinals, semifinals and final, all of this into a single match to be played in a neutral stadium



- 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 the 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 it on 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 to 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 applied.²

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 money.³

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 associations.⁴

The APF presented to CONMEBOL a project to relocate the EVOLUTION funds estimated to different projects this year to help players and clubs confront the negative effects of the pandemic. Thus, the APF has already distributed the amount of 600,000 USD in total, where clubs received USD 50,000 each, in which the APF paid the salaries directly to the player's bank account in the name of their clubs.⁵

The second phase of the above-mentioned project is going to be applied for the second, third, and fourth division. In a similar way, the APF is going to distribute in these categories the a total amount of USD 386,667 subsidy that players and coaches are going to receive in 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 directly.⁶

² <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>

³ <http://www.conmebol.com/es/conmebol-anticipara-pagos-clubes-para-mitigar-el-impacto-del-COVID-19>

⁴ <http://www.conmebol.com/es/conmebol-entrega-14-millones-de-dolares-del-programa-evolucion-las-asociaciones-miembro-para>

⁵ <https://www.apf.org.py/n/apf-brinda-aporte-a-clubes-de-primer-para-pago-a-jugadores>

⁶ <https://www.apf.org.py/n/apf-completa-gs-6-000-000-000-de-aporte-a-clubes>

Another key contribution of the APF to its clubs is to distribute the funds coming from the FIFA relief plan, a special project that was presented to the administration of FIFA. The APF already distributed it to the top tier clubs to help them with the operational cost of the current season.

In the same way, the APF is distributing one part of the relief plan for women's football to help the players with a contribution for six months starting from September. The other parts of the relief plan are going to be used for the senior and youth national team's participation in South American competitions, and the rest of it for next year's restart of the competitions.

The total contribution supplied for by the APF to its clubs to help them affront the difficult times caused by COVID-19, with funds coming from FIFA, CONMEBOL and the APF's own sources, are more or less \$ 3.500.000,00.

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 to 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 will sign 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 and is regulated in the Paraguayan Civil Code.

Professional football players are regulated in Paraguay by Law 5322/14 and then by the labor law when compatible. The law 5.322/14 says nothing about events of *force majeure* and the possibility to terminate contracts, make cuts, or suspend the contracts. In that case, we need to analyse the labor law of the country where the suspensions of contracts are regulated, article 71, and the termination of contracts, article 78.

Article 71, the suspension of contracts, paragraph “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 don’t contribute to the Social Security scheme.

Article 78, the termination of contracts, paragraph “d” states that contracts can be terminated due to *force majeure*.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

No, for the moment.

10. *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. The 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.

11. *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.

- 12. *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 has been suspended while sporting activities have been suspended. When the competition restarts, testing will continue as usual, with sanitary provisions to be taken.

- 13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

No, there are no new investors in Paraguayan Football.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

On 16 October 2020, the second tournament of the year “Campeonato Clausura” started. The APF and its Medical Committee already presented to the Paraguayan Ministry of Health a revised protocol to implement during the tournament to allow progressively the presence of the public in the stadium, starting from 10% of total stadium capacity.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?***

For the time being, it is difficult to implement contingency measures in case of a lockdown caused from a second wave. We only have three more months till the end of the year and the 2020 season needs to be finalized by 30 December 2020. In case a second wave occurs, we are going to review the status of the competition, and if no another measure is applicable, the most suitable situation is to cancel the “Clausura Championship”, with important decisions to be made regarding international competitions and the relegation system.

PERU

By Juan F. Baldovino Bea ¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2020 season started in February 2020 and will finish in November 2020. It was interrupted on 15 March 2020 and resumed on 7 August 2020. Season 2021 should start in February 2021.

2. ***Has the Government/Federation/League adopted (and updated) 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 approved measures for training in June 2020 pursuant to the relevant protocol in collaboration with the League and Federation.

- 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 competition's format has been modified. Fewer matches, these being "closed doors", social distancing, weekly trials prior to each match. All matches are held in a city (Lima).

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, as well as coaching staff, can stop working based on their constitutional rights. Nonetheless, neither players nor coaches have stopped working for these reasons.

4. ***What are the specific measures taken by:***
 - a. ***The Government (unemployment benefits foreseen for workers in general? Other specific measures?)***

The government established measures that in their majority did not affect nor were applicable to professional soccer. Out of the 20 clubs present in the First Division, only 2 applied for the denominated "Suspensión Perfecta de Labores" measure before the Ministry of Labour, but both requests were rejected.

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

¹ Asociación Sindicato de Futbolistas Agremiados del Perú- SAFAP

The Federation managed economic aid to the clubs via Conmebol and FIFA.

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

I do not have information on whether one such exists.

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

Out of the 20 Liga 1 (First Division) clubs, 5 paid all economic agreements, 13 reached agreements on reduction on temporary salaries (a maximum of 3 months) and 2 stopped paying by applying for the “Suspensión Perfecta de Labores” measure, but due to having being rejected in their request by the Ministry of Labour, they ended up signing an agreement to pay their workforce.

6. Do clubs negotiate with players, individually?

No. This was done in a collective manner and in a totality of cases, with the participation of the Soccer Players Union (SAFAP).

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

Yes, negotiations on working conditions.

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, but it will depend on the specific circumstances. The work contracts are held to the valid work legislation. The “Suspensión Perfecta de Labores” is regulated (it was not applicable to Soccer due to the requirements demanded by law). The law also contemplates the possibility of resolutions by mutual agreement (there can be no dismissal in states of emergency), and salary cuts must be by mutual agreement (prohibited to do so unilaterally).

9. Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.

Force majeure is understood to be when the reason is unrelated to the daily employment relationship in the face of certain situations that cannot be noticed. Article 21 of the “Reglamento de la Ley de Fomento del Empleo (Decreto Supremo 01-96-TR)” states: “the fortuitous event or force majeure is configured, when the fact invoked has an inevitable, unpredictable and irresistible nature and that makes it impossible to continuation of the work for a specified time”. Dr. Carlos Blancas Bustamante, former Minister of Labour, points out the following in his book *"The Dismissal in Peruvian Labor Law"*, "Force Majeure is any

unforeseeable event or events, which, being anticipated, cannot be resisted or avoided, they come from almost always the action of the person or a third party ”. Example: when the government issues a law that prohibits a certain business activity.

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

No, there has not been any reaction at national level.

11. *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.

12. *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.

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

No.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

No, there are no plans to allow spectators to attend games at stadia at least for the remaining part of the 2020 season.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

No, such circumstances have not been considered.

VENEZUELA

By Joaquín Freites Villasana¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2020 season started on February 2020 and was suspended on 15 March 2020 after a Presidential Decree ordered the suspension of several activities in the country, including sporting activities.

Federación Venezolana de Fútbol (FVV) is waiting for the approval of the government to restart football in the country in order to resume professional football and finish the 2020 season.

The 2021 season should start in February 2021.

- 2. *Has the Government/Federation/League adopted (and updated) 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***

FVF is using CONMEBOL Medical Recommendations for Training, Trips and Competitions, as well as sanitation protocols enacted by the Ministry of Health. Such rules were sent to all professional football teams and FVF's Medical Commission is constantly following its application.

Some clubs have not started to train, pending Venezuela's government approval to restart the season.

- 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)?***

In order to resume the 2020 season, the FVF is considering modifying the competition format, organizing teams in 2 or 3 groups based on geographical proximity. Each one of these 2 or 3 groups will play in a specific city in order to avoid travelling. Games will be played 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?***

Players, as well as coaching staff, can stop working based on their constitutional rights. Nonetheless, neither players nor coaches have stopped working for these reasons.

¹ Legal Counsel at AUFPPV (Venezuelan players' union)

4. What are the specific measures taken by:

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

The Venezuelan government enacted rules that ordered public and sporting activities to stop but did not suspend the effects of the employment contracts signed between players and clubs. A Presidential decree prohibited the dismissal of employees in Venezuela.

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

The FVF received funds from the CONMEBOL Evolution program and distributed funds to most of the professional 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 Association of sports doctors in Venezuela.

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

At least 9 teams have reached agreements with their players to adjust salaries; most of the teams have not fulfilled these arrangements as of today. 6 teams have not paid since 15 March 2020. The four remaining teams have done some partial payments and they still maintain debts with their players.

6. Do clubs negotiate with players, individually?

Yes, they do, but players are duly assisted by Asociación Única de Futbolistas Profesionales de Venezuela (AUFPV), which is the Venezuelan players' union.

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?)?

Venezuelan labour law recognizes force majeure. It especially provides the possibility to suspend the legal effects of a labour contract, provided an authorization requested by the employer before the Ministry of Labour (Inspectoría del Trabajo), is made within the next 48 hours of the facts that have produced the force majeure.

9. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

The application of Force Majeure in Venezuela to labour contracts depends exclusively on a statement by the government. This means that no subject besides the State through the Ministry of Labour can declare it. Besides, in Venezuela by Presidential Decree, it has been forbidden to dismiss employees. This regulation remains in force and it is also prohibited to unilaterally modify working conditions based on fixed term contracts.

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

No, there has not been any reaction at national level.

11. ***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.

12. ***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 were working as usual until the passing of the FVF's President on 5 August 2020, which created an internal crisis given this federation by laws do not established a mechanism to substitute him. Since 11 September 2020, FIFA named a regulatory commission to resume day-to-day operations in the FVF and therefore disciplinary proceedings.

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

No.

14. ***Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

Yes, there is 1 club from the first division that was bought by private equity investors.

15. ***What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

No, there are no plans to allow spectators to attend games at stadia.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

Such circumstances have not been considered by Venezuelan authorities, or at least, they were not made public.

URUGUAY

By Felipe Vasquez¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the country?***

Not yet. Its schedule to end in February 2021 and the next season is schedule to start end of February or beginning March 2021.

2. ***Has the Government/Federation/League adopted (and updated) 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's a health protocol for training sessions. Players must go by car to train, they cannot have a bath in the club, strict hygiene 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)?***

All matches are played behind closed doors. AUF keep the same format of competition. In the second division, all matches are played in the same stadium.

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 to training/their job.

However, failure by clubs to follow established protocol is grounds for staff not to return to training/play. Under Uruguayan law every employer is obliged to protect the health and safety of their employees.²

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

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

¹ Sports Lawyer.

² <http://www.impo.com.uy/bases/leyes/15965-1988> that ratifies OIT Convention on safety and health of employees - number 155

In addition to the decree mentioned above, the government has increased flexibility regarding the labour unemployment insurance and 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.

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 with 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 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 Uruguay 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?)*

Yes, the national legal system recognise the concept, but in this specific matter, such sport law that many principles of labour law applies the "Force Majeure" concept will be very difficult that any judge will apply it.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of "force majeure" in the context of an employment relationship?*

No, in our country the "force majeure" concept basically does not apply in employment relationships.

10. *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.

11. *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.

- 12. *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.

- 13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

Yes, some investors are creating shareholder companies to acquire clubs for a certain period of time. Those investors acquire all the football issues of the club and left the club with only social activities.

The investors take charge of all the football, social media, TV rights and all associated to football for a certain period because the attractive point in our country of this kind of investments is the low taxes that the investor must pay.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

The authorities don't announce any kind of plans to allow supporters to go attend games.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

There is no public information about that at this moment.

UNITED STATES OF AMERICA

By Francisco A. Larios¹

- 1. Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures haven been imposed/arrangements made to ensure the continued safety of football in your country?**

In the United States, professional soccer runs on a spring-to-fall schedule. Therefore, when COVID-19 hit the United States, all leagues had either just commenced the 2020 season or were about to commence it. Due to the COVID-19 pandemic, in mid-March, the top professional leagues in the United States, Major League Soccer (MLS) and the National Women's Soccer League (NWSL), suspended their seasons.

Ultimately, both leagues decided to hold summer tournaments in a “bubble” (i.e. behind closed doors) – MLS in Orlando, Florida and the NWSL in Salt Lake City, Utah. For the most part, the tournaments were a success, with only two teams in MLS (in the first days of the tournament) and one in the NWSL (prior to the traveling to Utah) forced to withdraw due to a number of their players testing positive for COVID-19.

Following the tournaments, both MLS and the NWSL resumed their regular seasons in home markets – MLS on 12 August 2020 and the NWSL on 5 September 2020. As will be discussed in the answer to question 2 below, both leagues took measures to deal with the COVID-19 pandemic and move forward with their competitions, including modifying their respective schedules and regularly testing players, coaches, and essential staff for COVID-19. MLS battled COVID-19 outbreaks all season long and was forced to postpone a number of matches. However, it managed to finish the regular season and playoffs and is now set to play its final on 12 December 2020. As for the women, the NWSL managed to successfully complete its fall season on 17 October 2020.

- 2. Has the Government/Federation/League adopted (and updated) 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**

MLS imposed a training moratorium in mid-March 2020, which lasted until 4 June 2020. From that point onward, clubs were allowed to conduct full team trainings, 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 had to be reviewed and approved by the club's medical staff and a local infectious disease expert and then submitted to MLS prior to its implementation.

The current MLS guidelines² provide *inter alia* that:

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² See <https://www.mlssoccer.com/post/2020/06/04/mls-clubs-set-return-full-team-training-after-moratorium-lifted>.

- (i) players, coaches and select staff must take PCR tests every other day. MLS regularly releases updates on COVID-19 aggregated testing results.³
- (ii) if any player or staff member tests positive, he will be isolated, contact tracing will be performed, and all those who came in close contact with him will be immediately tested.
- (iii) players and staff who are in a high-risk category for severe illness related to COVID-19 are not allowed to participate in team training unless cleared by the club's Chief Medical Officer.
- (iv) everyone at a training site must use a mask, except for the players whenever on the field or in the gym.

As for the NWSL, in May 2020, it released a "Return to Play Phase Protocol" setting out the applicable health and safety guidelines and the different phases that each team needed to pass to return to training.⁴ The NSWL began allowing clubs to train in full team trainings on 30 May 2020, provided that the clubs respected all federal, state and local mandates.

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 resumed the 2020 season on 12 August 2020 and took measures related to the return to competition during COVID-19 pandemic. Among them, MLS:

- (i) Modified its competition format: MLS scheduled to have each team play 18 games, on top of 2 matches already played prior to the league's suspension in mid-March and the 3 group stage games of the summer tournament which have been counted towards the standings of the regular season. The only exceptions were FC Dallas and Nashville SC which were scheduled to play 21 games (3 against each other) since they did not participate in the summer tournament due to a number of failed COVID-19 tests. This was a significant reduction from the 34 games normally played in the regular season. To account for that reduction and to ensure competitive balance, MLS also decided to expand the playoffs from 14 to 18 teams (of the 26 teams in the league).
- (ii) Modified its calendar to account for travel restrictions: MLS released the schedule in increments due to unpredictability of the COVID-19 pandemic and the governments' responses thereto. Travel restrictions between Canada and the United States forced MLS to regionalize the first phase of the season (i.e. the first 6 matches for each club which took place before 14 September 2020). As a result, the three Canadian teams only played against themselves during that phase. On 11 September 2020, MLS announced that again because of the travel restrictions, the Canadian teams would have to each host a match in the United States in the second phase of the season (the Montreal Impact in Red Bull Arena, Toronto FC in Rentschler Field, and the Vancouver Whitecaps FC in Providence Park). On 22 September 2020, MLS announced the remainder of the season's

³ Available at <https://www.mlssoccer.com/post/2020/07/30/major-league-soccer-announces-COVID-19-testing-update> and <https://www.mlssoccer.com/post/2020/08/28/mls-provides-COVID-19-testing-update-following-return-home-markets>.

⁴ <https://www.nwslsoccer.com/news/article/nwsl-to-allow-individual-training-starting-may-6>

schedule, with the Canadian teams playing from the aforementioned US locations.

- (iii) Required testing of players, coaches and essential staff for COVID-19 every other day, including the day before each matchday.
- (iv) Mandated teams to travel only by chartered flight or bus.

As for the NWSL, it started the 2020 fall series on 5 September 2020 and completed it on 17 October 2020. The format, which is usually of 24 matches followed by a 4-team playoff, was modified to an 18-match, 7-week competition to be played in three “three-team regional pods” within which the teams will play each other in order to minimize travel. The NWSL had issued detailed medical and testing protocols for the summer tournament,⁵ which, on 4 September 2020, were updated to account for regional travel and playing in home markets.

The “NWSL Fall Season Protocols”,⁶ as the updated protocols are called, details in great length: (i) the requirements of using personal protection equipment (PPE); (ii) the standards for cleaning, disinfecting, and sanitizing venues, training facilities, and for travelling and lodging; (iii) the competition protocols, which require the use of masks anytime outside of one’s lodging (except when exercising, training, playing or eating) and social distancing; and (iv) the protocol for dealing a positive COVID-19 test.

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 would be unlikely to succeed considering that MLS, the NWSL and its clubs have appeared to take the 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, regarding players, MLS and the NWSL allowed them to decline participation – MLS players for medical or familial reasons and NWSL players for any reason and without any repercussions at all.

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

⁵ Full protocols available at <https://www.nwslsoccer.com/2020-nwsl-challenge-cup-protocols>

⁶ Full protocols available at <https://www.nwslsoccer.com/2020-nwsl-fall-series-protocols>

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

The U.S. Government distributed a one-off stimulus payment to workers and expanded unemployment coverage. Qualifying for a stimulus payment depended on one's income. A single adult taxpayer with an adjusted gross income of \$75,000 or less was entitled to \$1,200. Married couples earning \$150,000 or less were entitled to \$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 (especially those men at division II clubs)—may have qualified for a stimulus payment. 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) until the end of July. It then implemented the Lost Wages Assistance Program, which is set to last 6-weeks and supplements unemployment benefits by \$300 per week.

In May 2020, 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 was reported that as many as twelve MLS clubs applied for and were granted PPP loans; however, it appears that only four of the clubs accepted the loans⁷. The NWSL also appears to have received a loan of between \$1 million and \$2 million dollars.⁸

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).

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

MLS players agreed to economic concessions, including salary reductions (see answer no. 7 for more details). Other MLS employees received pay cuts in April, ranging from 10-25 percent depending on their position, with top executives including the commissioner, Mr. Don Garber,

⁷ See <https://www.si.com/more-sports/2020/07/07/floyd-mayweather-mls-approved-paycheck-protection-program-coronavirus#:~:text=At%20least%20four%20MLS%20teams,%242%20million%20and%20%245%20million.>

⁸ See *supra* at note 7.

receiving a 25% pay cut. On 19 November 2020, MLS then reduced its work force by about 20 percent. As for the employees of MLS clubs, it was reported that some of them also received pay cuts/deferments or were furloughed back in April. It is unknown if the pay cuts for the employees of the MLS and MLS clubs are still in effect.

As for the NWSL players, as previously mentioned, they were guaranteed their salaries for the 2020 season.

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 structure,⁹ 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 were 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. 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 8 May 2020, 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 18 May 2020, 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 players if an agreement was not reached by 3 June 2020. 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 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 3 June 2020, under which, according to the information released by early 4 June 2020:

- (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;

⁹ 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.

- (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 NBA.¹⁰

The NWSL and NWSLPA also came to an agreement, in which the NWSLPA secured for its players guaranteed salaries and health insurance during the 2020 calendar 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?)?*

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 a 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 (to which the MLSPA ultimately agreed).

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of "force majeure" in the context of an employment relationship?*

In the United States, force majeure is governed by state, not federal, law. In interpreting a force majeure clause in an employment relationship, it would certainly be useful to look at the developed case law in the relevant state. While that jurisprudence obviously varies from state to state, generally speaking, a force majeure clause is interpreted strictly, excusing performance only if the event causing the nonperformance is explicitly listed in the clause. In any event, this is irrelevant with regard to the MLS because, as previously mentioned, it agreed with the MLSPA to include in the current CBA a force majeure clause modelled after that of the NBA which explicitly lists "epidemic" as a force majeure event. Therefore, interpretation of the force majeure clause is not an issue.

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

Neither the USSF nor the U.S. professional soccer leagues have released any public statements on the FIFA guidelines on COVID-19.

¹⁰ See NBA CBA Article XXXIX, Section 5 Available at <https://cosmic-s3.imgix.net/3c7a0a50-8e11-11e9-875d-3d44e94ae33f-2017-NBA-NBPA-Collective-Bargaining-Agreement.pdf>

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

a. Broadcasters

MLS' current broadcast deals with ESPN, FOX and Univision appear unaffected. 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.

12. *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.

13. *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 in MLS or the NWSL have been or are currently involved in any insolvency proceedings resulting from COVID-19. The owner of Real Salt Lake will be selling the team following the 2020 season; however, there is no indication that the sale is related to COVID-19. On the other hand, St. Louis FC, a club playing in the United Soccer League (a second division league in the United States) and in a market that is expected to have an MLS expansion team in 2023, recently announced that it will shut down after the 2020 season due to the lack of investment and COVID-19's impact on the existing club investors.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No, this has not occurred.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

Whether a club can host fans ultimately depends on the rules of the state in which that club is domiciled. Some clubs – in accordance with: (i) league protocols developed in consultation with infectious disease specialists; and (ii) CDC guidelines and state, regional, and local regulations – have partially opened their stadiums to the fans. In fact, in the season opener between FC Dallas and Nashville SC, there were 2,912 fans in attendance. FC Dallas, taking

advantage that Texas allows 50% capacity at sporting events, opened up the stadium to a maximum of 5,000 fans, i.e. 25 % of the stadium's capacity.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

According to the MLS Competition Guidelines 2020, matches could be postponed “*when circumstances exist such that continuation of play would pose a threat to the safety of participants or spectators*”. While there were no planned measures in the event of further cancellations or postponement of games or the season, Mr. Don Garber, the Commissioner of MLS, assured fans that the league was “*aware of the need to be flexible and... [of the] new normal for [the] industry*”¹¹ and that “*in the event we have challenges, we're going to have to assess where we are. And if we can't go forward, we won't*”.¹² Sticking true to his word, MLS made some necessary adjustments to the season. In particular, on 29 October 2020, MLS announced that since certain teams ended up playing an uneven number of games due to cancellations, playoff positions would be awarded on the basis of a points per game system as opposed to the total points earned system in order to safeguard competitive balance.¹³ On top of that, MLS also considered using a neutral site for the MLS Final in the event that the higher seeded team was unable to host the game due to COVID-19 restrictions in its state. The same level of flexibility may be necessary in the following 2021-2022 season which MLS aims to start in March.

¹¹ See <https://www.mlssoccer.com/post/2020/08/08/mls-commissioner-don-garber-remains-confident-season-restart-we-have-good-plan>

¹² *Id.*

¹³ *Id.*

SECTION V

AFRICA

CAMEROON

By Jean Jacques Nouyadjam¹

- 1. Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

To limit the devastating consequences of the Covid 19 pandemic in Cameroon, our government took a set of measures on 17 March 2020. Amongst which, the interdiction of gatherings of more than fifty people in one place.

Following these governmental directives, FECAFOOT announced through a press release issued on 17 March 2020, the suspension, with immediate effect, of all its competitions for the 2019/2020 sports season.

Since the pandemic was getting more and more important, the government took other measures to strengthen the fight against the pandemic. In the same perspective, FECAFOOT announced on 12 May 2020 the definitive end of the 2019/2020 season through a press release.

The resumption of the season was originally scheduled for 26 September 2020, but it has been postponed to October 2020. This postponement is justified by the health situation, which has not allowed competitions to be organised to date.

Although the situation seems to be under control in Cameroon, some measures taken by the Government to reduce the rate of propagation of the pandemic, notably the ban on the gathering of fifty people, has not yet been lifted.

The Cameroon Football Federation has put in place a health protocol, meanwhile the effective resumption of competitions. This protocol is part of the response to the coronavirus (COVID-19) health crisis. Thus, in a note addressed to Presidents of Elite One and Elite Two professional championship clubs, the General Secretary of the Federation, on the recommendation of the FECAFOOT Sports Medicine Commission, suggested that all managers, coaches, and players of the concerned sports teams shall carry out COVID-19 tests, in preparation for the resumption of collective training sessions. Indeed, it is written on the note that: "Only those tested negative shall be authorised to take part in training sessions. For those tested positive, they shall immediately be taken care of in centres approved by the Ministry of Public Health for this purpose. The cost of these shall be covered by clubs". Training sessions will take place in strict compliance with barrier measures such as the wearing of masks before and after sessions, regular hand washing and social distancing. The FECAFOOT Sports Medicine Commission is also considering unannounced checks during training sessions. Concerning the conduct of sporting events, players, coaches, and officials will be retested 48 hours before the matches.

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2. *Has the Government/Federation/League adopted (and updated) 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 date, the Government has not taken any measures for the resumption of competitions. As far as FECAFOOT is concerned, and within the framework of activities resumption (training and championship), health protocols have been put in place under the supervision of its Sports Medicine Commission. These measures are listed as follows:

- Respect of social distancing;
- Wearing of masks before and after training;
- COVID tests for all the players;
- Hand washing; and
- Closed doors trainings.

No decision has been taken regarding public participation in games, given the exigencies of barrier measures that are still in force. However, reflections are being carried out on this issue and before the end of October 2020, clarifications will be made.

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)?

To date, the Government has not taken any measures for the resumption of competitions. As far as FECAFOOT is concerned, and within the framework of activities resumption (training and championship), health protocols have been put in place under the supervision of its Sports Medicine Commission. These measures are listed as follows:

- Respect of social distancing;
- Wearing of masks before and after training;
- COVID tests for all the players;
- Hand washing; and
- Closed doors trainings.

No decision has been taken regarding public participation in games, given the exigencies of barrier measures that are still in force. However, reflections are being carried out on this issue and before the end of October 2020, clarifications will be made.

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.

Since 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% 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, making 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 30 April 2020, the Prime Minister, Head of Government, announced in a press release the strengthening of companies' cash flow by allocating 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 a global health crisis.

It is also worth mentioning that Samuel Eto'o, the former captain of the Cameroon national football team, donated foodstuffs to the FECAFOOT for it to be given 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 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?)?*

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.

The Cameroonian legal system recognises the concept of force majeure. Article 1148 of the Civil Code gives the defaulting party the possibility of breaching the contract without being exposed to the payment of damages due to force majeure. In social matters, article 38 of the

Cameroonian Labour Code provides that a fixed-term employment contract may be terminated in case of force majeure and exempts the defaulting party from the payment of damages.

In addition to the above, it should be noted in relation to football and following FIFA guidelines regarding the coronavirus pandemic, that clubs are encouraged to negotiate with players for salary reduction.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of “force majeure” in the context of an employment relationship?*

We can say with all reservations that now in Cameroon, there is not yet a legislation or jurisprudence that would enable the concept of force majeure to be accurately defined. It should nevertheless be noted that the concept of force majeure is more grounded by jurisprudence than law. Legal practitioners in Cameroon most often take the jurisprudence of comparative law as reference to define or support the arguments they put forward concerning force majeure. It should be noted that all this remains at the sovereign appreciation of the judge.

10. *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.

11. *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.

12. *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.

13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

From the start of the pandemic to date, we have not noted any interest by any investor as far as football clubs are concerned.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

Nothing has yet been decided to allow supporters in competitions. It will certainly be necessary to wait until the date of resumption of activities for competent bodies to decide on this issue.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

No provision has yet been made in this respect.

GHANA

By Felix Majani¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

No. It was cancelled on 30 June 2020. The 2020/21 season started on 14 November 2020. All registered players, coaching staff and officials underwent COVID 19 testing in a joint initiative conducted by the Ghana Football Association (GFA) and the government COVID-19 task force.

2. ***Has the Government/Federation/League adopted (and updated) 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 and the government's COVID 19 task force put in measures to ensure COVID-19 testing for all players before the 2020/21 season began and before the start of the second half of the season. The Ministry of Youth and Sports announced that the league will start with the matches being played behind closed doors.

The GFA is also training club safety and security officers on the measures to take before, during, and after games on each match day to ensure strict adherence to safety protocols.

The match venues will be fumigated on a monthly basis and fitted with isolation centers. The government's COVID-19 advisory team is still working with the GFA's medical team on other potential safety measures.

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.

(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

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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 and 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.

However, 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 meagre 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 for 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.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

Yes. 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.

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

No. However, as earlier mentioned in answer to question 5, the GFA President supports FIFA’s recommendations against forced pay cuts.

11. *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 for as long as the measures imposed by the government remained in force.

- 12. *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, and all Judicial Bodies (Disciplinary Committee, Ethics Committee and Appeals Committee) will continue working by resorting to online systems. It further announced that should a Committee decide that parties require a 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.

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

No.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

No.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

There are no immediate arrangements yet as the matches will be played behind closed doors.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

No tentative measures have been put in place.

KENYA
By *Felix Majani*¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

No. 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 2020/2021 FKF premier league season kicked off on 28th November 2020 behind closed doors.

- 2. *Has the Government/Federation/League adopted (and updated) 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)?***

In August 2020, the Government issued draft guidelines for the resumption of sporting activities which include among others:

- a) A COVID 19 test on athletes 72 hours before competition;
- b) At the match venue: health checks, body temperature checks and screening for players; officials, venue staff, sport goods suppliers and any other persons entering the venue;
- c) The appointment by the FKF and/or the league organizers and venue operators of COVID-19 contact persons and response teams;
- d) Availability of hand washing facilities, sanitizers and thermometers at the training and competition sites;
- e) No sharing of water bottles and other drinking devices hugs and no handshakes, exchange or sharing of uniforms during matches;
- f) Replacing press conferences for players with flash interviews conducted respecting the social distancing of 1.5 meters and more;
- g) The wearing of face masks by all but active athletes and event officials during matches; and
- h) Players to resume training in 3 phases.

Phase 1: dedicated to medical and athletic tests (3 to 4 days).

Phase 2: players to resume training individually for 7 days before training in small groups for a week.

Phase 3: team training

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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 to 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.

Regarding the laws that ensure the health and safety of players, coaches and staff should they return to work:

- i. 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; and
- ii. 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/dependents 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; and
- 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 pay 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

Yes. 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.

- 9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

Kenya’s approach is largely similar to the common law.

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. The courts have held (e.g. *Pankaj Transport PVT Limited v SDV Transami Kenya Limited [2017] eKLR*) that a party seeking to be excused from performing on grounds of *force majeure* bears the burden of proving that his non-performance was due to circumstances beyond his control and that there were no reasonable steps that he could have taken to avoid or mitigate the event or its consequence.

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

No.

- 11. *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 corporate companies that sponsor clubs such as Tusker FC, Bandari FC and Kenya Commercial Bank FC have not altered their agreements with the respective clubs.

- 12. 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.

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

No.

- 14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?**

No.

- 15. What plans are in place to allow supporters, if not already allowed, to attend games at stadia?**

The Government's draft guidelines contain a 6-level step plan to be followed before fans can be allowed to the stadiums. Spectators will not be allowed into the playing fields unless all protocols have been achieved to level 6 of the guidelines.

- 16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?**

No planned measures.

MOROCCO

By Mohamed Harouane¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/2020 sports season started on 14 September 2019 and was suspended on 14 March 2020, following the recommendations of the national government (containment/COVID-19); it resumed on 12 August 2020 and was completed on 13 October 2020.

2. ***Has the Government/Federation/League adopted (and updated) 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 March 2020, the Morocco Federation (FRMF) and the League (LNFP) took the following measures:

- Medical tests for all clubs' members according to the health protocol in force;
- Resume training for national championship clubs D1 and D2 from 25 June 2020 in two stages:
 - Stage 1: Individual training of five players on half a pitch for ten days;
 - Step 2: Collective training for twenty days;
- Comply with preventive measures throughout this period by selecting random samples for three days for COVID-19 tests according to the health protocol in force;
- Scheduling of late matches between 24 July and 8 August 2020 without an audience;
- Decide and approve all the results of the matches and resumption of the remaining days of the Pro championship (D1, D2) season 2019-2020 during the period from 12 August to 13 September 2020;
- Assign an administrative framework of the FRMF to each club to ensure the monitoring and evaluation of the measures taken;
- Start of training for clubs in the Amateur division, all categories combined, regional leagues, clubs in the national youth championship, women's football clubs, futsal from 15 July 2020 while respecting the same health and sporting measures taken in National Pro Championship. Matches in these categories will resume on 15 August 2020;
- Kick-off of the 2020-2021 season on 16 October 2020;
- Special measures:
 - Pursuant to the recommendations of the board of the IFAB (International Football Association Board), body responsible for the laws of the game, dated 8 May 2020, clubs may make five changes in a single match instead of three previously authorized, and this as part of interim measures taken to mitigate the impact of matches on players after this pandemic;
 - Suspension of play during a match for three minutes after thirty minutes from the start of each half to allow players to hydrate; and
 - Program of matches of the national Pro championship;

¹ Secretary General (Moroccan Union of Professional Footballers).

- Friday: two games;
- Saturday: three games;
- Sunday: three games;
- Match times: 6:00 p.m., 8:00 p.m., 10:00 p.m.

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 health protocol provides that the anti-coronavirus screening tests must be carried out 48 hours before the resumption of competitions for all professionals (players, referees, staff, etc.). If a positive case appears, it must absolutely be placed in isolation.

Another point retained in the health protocol, the mandatory sterilization of rooms that accommodate club delegations, while knowing that each player or member of the club delegation must have a room of their own.

Stadiums must be closed to supporters. Awareness posters against the coronavirus will imperatively be affixed around the football field. Another important point, the changing rooms will first be reserved for the eleven players, the refereeing body, and the substitutes will have to wait in a room dedicated to them, as well as respect for social distancing. Lastly, the matches are played 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?

Yes, players, coaches or staff have the right to refuse to resume training/play if they believe it would constitute a threat to their health and safety or to vulnerable members of their family.

The Moroccan government and football authorities through decrees, laws and regulations allow them to refuse to work, but so far, we have identified such a request.

However, the clubs, in coordination with the professional league and the federation, have implemented a strict Protocol aimed at protecting the health of players and their families, by implementing the protocol which encourages all Pro 1 clubs and Pro 2 and their staff to quarantine themselves in hotels throughout the period of competitions until the end of the current sports season.

4. What are the specific measures taken by:

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

The government has taken the appropriate measures concerning unemployed workers, by paying salaries during the 3 months of stoppage of activities,

However, the players were able to benefit in general from their usual monthly salaries except for a few clubs which were in financial difficulties, the latter received financial aid from the national federation.

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

Yes, indeed the national federation has provided financial aid to all professional and amateur clubs (Men, Women) in order to assist them to resume competitions and to end the current sports season.

c) Is there a particular position of the Association of Sports Doctors? If so, the federations linked by such decision?

The Medical Commission of the Royal Moroccan Football Federation (FRMF) met with club doctors and experts from the Ministry of Health to discuss preventive health measures to be taken to prepare for the lifting of confinement and the resumption of competition.

On the menu of discussions, the analyzes that the players must undergo each week, in addition to the tests before and after the matches. Among the recommendations put forward, the fact that each club resides in an isolated place, which implies the provision of at least 16 hotels to accommodate all the clubs. The recommendations resulting from this meeting will be submitted to the government, whose green light is essential for the resumption of competition.

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

Currently, and after the resumption of competition, the clubs settle the salaries of the players according to the contractual agreements between the two parties, this during a large part of the clubs reduced the salaries of the 3 months (March, April and May) by 50% during the confinement period, as well as others had stopped paying the salaries of the players for lack of financial means.

6. Do clubs negotiate individually with players?

No, the clubs have negotiated collectively with all the players, in consultation with the Moroccan Union of Professional Footballers (UMFP).

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

Yes, indeed and following FIFA circular n ° 1714 of April 07, the federation has called a meeting with partners including repentant clubs, players and coaches in order to negotiate an agreement relating to lower salaries, thing that was done, since a commission was set up whose goal was to find a collective agreement, during and after several meetings carried out by conference vision, none could be found and the consultations ceased then the month of May, since the stakeholders and in this case the representatives of the clubs (LNFP and the representatives of the players (UMFP) did not agree on the rate of the decrease in salaries as well as on the duration concerned.

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, but it will depend on the specific circumstances. Employment contracts are subject to the applicable labor laws, the regulations of the national federation and the regulations of the transfer status of FIFA players. The perfect suspension from work is regulated (it is not applicable to football due to the requirements imposed by law), the law also envisages the possibility of resolutions by mutual agreement (there can be no dismissal in a state of emergency) and wage cuts must be negotiated by collective mutual agreement and not unilaterally.

9. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate***

“The labor code does not expressly provide for a state of health emergency. The fact remains that it is comparable to a case of force majeure. This is the dominant legal qualification even if there was already a debate on this subject.” Article 269 of the Dahir of obligations and contracts (DOC) determines force majeure as an unforeseeable and inevitable event. The non-existence of the debtor's fault is also required. Notes on the subject of “force majeure in Moroccan law to the test of the coronavirus,” state that “the strict and unprecedented measures ordered by the authorities as well as the declarations of the WHO could constitute arguments to support that the current epidemic is constitutive of an event of force majeure.” Specialists in the field in Morocco, made similar comments, stating, “in principle, the spread of a pandemic, as a material event, may constitute force majeure. No fault, within the meaning of article 269 DOC, can logically be blamed on a debtor” in the economic consequences directly linked to the coronavirus.

What we are experiencing today is exceptional, with the onset of a deadly pandemic that has upset the stability of the whole world. Indeed, Morocco is among the countries which have been affected by the spread of COVID-19 and is facing delicate situations following this spread.

The current state of our country has prompted it to implement certain preventive measures to limit the spread of this virus.

These measures have had an obvious impact on the country's economy. Several sectors have been affected, including football.

The analysis of the impact of COVID-19 on the legal and professional framework of work is of considerable importance since it will allow us, on one hand, to know whether the measures of the labor code are efficient given the current situation in which employees and employees in the various sectors find themselves, and on the other hand, whether the measures decreed by the labor code protect employees and employers in the event of such a pandemic.

The provisions made by the labor code within the legal framework. (Covid station 19)
Reduction of working hours:

Art. 185 of the Labor Code states that in the event of a temporary economic crisis that has affected the company, the employer, after consultation with employee representatives or union representatives within the company, may reduce the normal working hours for a continuous or interrupted period, provided that it does not exceed sixty days per year. In this case, the salary is paid for the actual working time and may, in no case, be less than 50% of the normal salary, except for more favourable provisions for the employees. It should also be specified that if the reduction in working hours is greater than sixty days per year, the period of this reduction must be fixed by agreement between the employer and the employee representatives and, where appropriate, the representatives of the unions in the company.

Health and Safety:

In accordance with the provisions of the labor code, the employer is required to preserve the safety, health and dignity of his employees by implementing the necessary measures. He must ensure that the work premises are kept in a good state of cleanliness and present the hygiene and sanitation conditions necessary for the health of the employees.

Paid annual leave:

In accordance with the provisions of art. 231 of the Labor Code, any employee is entitled to paid annual leave after six months of continuous service in the same company or with the same employer.

Dismissal for economic reasons:

Dismissal for economic reasons is provided for by art. 66 and following of the labor code. According to the current state of the law, and in accordance with the provisions of the previously noted article, employees benefit from notice and dismissal compensation as well as rehiring priority.

Thus, art. TB 52 states that “*the employee bound by an employment contract of indefinite duration is entitled to compensation, in the event of dismissal after six months of work in the same company regardless of the method of remuneration and the frequency of salary payment*”

Deficiencies in the labor code:

No one can deny that the COVID-19 is a pandemic which has completely upset the system of not only Morocco but that of the whole world; even developed countries have not been able to stop the spread of this virus, from which we can deduce that the vision of the future remains ambiguous.

The measures provided for by the labor code are not sufficient to cope with the current changes, and this is an opportunity for the legislator to be able to revise the provisions of this code and put into force a solid legal regime in order to overcome specific cases such as that of COVID-19 and to protect employees against any abuse on the part of their employer, who, to safeguard his activity, can temporarily suspend or terminate the contracts binding them with the employees, for the reason of an economic crisis.

Among the statutory provisions which appear to be ambiguous and unclear is s. 245 of the CT which provides that the departure on leave requires the consent of the employer concerned, but in the current case, it seems to us that this is no longer applicable, which allows us to say that

this article is outdated. This also applies to working hours, as there are employers who force their employees to work outside working hours without any remuneration for those hours.

The provisions of the labor code in the face of the occurrence of COVID-19:

Reduction of working time:

The labor code, in its art. 185, gives the possibility of reducing working hours according to certain methods:

- Prior consultation with employee representatives and, where applicable, union representatives within the company;
- Payment of wages for the actual working time which may not, in any case, be less than 50% of the normal wage, except for more favorable provisions for employees;
- Respect of the reduction period which must not exceed sixty days (60 days) per year.

Suspension of the employment contract:

The employment contract can be suspended in two cases: in the event of the temporary closure of the company, or in the event of illness.

In the first case, the employer must prove that the closure of the business is due to force majeure. The latter must meet the conditions set out in art. 269 of the DOC: unpredictability, irresistibility, and exteriority.

In the second case, art. 32 of the labor code states that the contract is temporarily suspended during the absence of the employee for illness duly noted by a doctor. So, if the employee contracts COVID-19, the contract can be suspended.

In the event of a collective work interruption due to the temporary closure of the company by administrative decision or for cases of force majeure, the labor code gives the employer the possibility of obliging his employees to take their paid annual leave without taking into account their family situation and their seniority to establish the order of departures. It should be specified at this level that the dates of the leave are set after consultation with the employee representatives and, where applicable, the representatives of the unions in the company.

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

Absolutely, the national federation reacted to the FIFA directives relating to the Coronavirus, by suspending competitions, extending contracts until the effective end of the season, negotiating contract reductions, flexibility and rescheduling of the transfer window dates, and the application of appropriate sanitary measures for the resumption of competitions.

11. *Have there been any significant developments (e.g. termination / renegotiation / reduction of consideration / claim for damages) regarding agreements with:*

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

To date, we have not yet had clear information regarding terminations of sponsorship or broadcasting contracts with the professional league or with the clubs.

12. *What is the status of disciplinary proceedings / regulatory oversight (including including, for example, doping controls) in your jurisdiction (for example, have they been relaxed, suspended or are things going as usual)?*
13. *Have any football clubs (or related organizations) been involved in a coronavirus insolvency proceedings (eg administration / bankruptcy / liquidation)?*

No, to our knowledge no professional club has filed for insolvency or bankruptcy. But it is women's football clubs and amateur clubs which are in financial distress and cannot meet their commitments to players, coaches, and their staff, as well as supporting travel in order to deliver their competitions.

The federation took care of all female and amateur clubs, so that the latter could finish the competition.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No, not to this day.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

All matches are played behind closed doors until the end of the championship in October 2020.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

None.

NIGERIA
By *Felix Majani*¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

No. It was cancelled, and the final standings made on the Points Per Game table. There was no promotion nor relegation.

The 2020/2021 season started on 6th December 2020 behind closed doors under the close supervision of the sports ministry and the National Centre for Disease Control.

The ministry of sports has put together a COVID-19 monitoring and approval team for every sports activity.

- 2. *Has the Government/Federation/League adopted (and updated) 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)?***

Players, coaches and technical staff are set to be tested for COVID 19 ahead of every match. The matches will be played behind closed doors under the close supervision of the sports ministry and the National Centre for Disease Control.

- 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.”

As regards to 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

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infectious disease as 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:*

a. 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.

b. 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.

c. 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 are, 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 because 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.

9. ***Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.***

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.

Nigeria being a common law jurisdiction, equates force majeure to the doctrine of frustration. In order to succeed on a plea of frustration, a party must prove that the event or change of circumstances was beyond the parties’ control or expectations, that it goes to the root of the

contract by making performance impossible despite steps having been taken to mitigate the effects.

10. *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.

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

a. Broadcasters;

b. 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.

12. *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.

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

No.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)*

No.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

There are no immediate plans to allow fans back to the stands.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

None.

SOUTH AFRICA

By Johan van Gaalen¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The league resumed in August 2020 under strict health and safety measures that were put in place. Regular testing was done, and all matches had to be played in a “bubble” without any spectators. The final phase of the 2019/2020 league was played in one province in South Africa, namely Gauteng. All teams had to play in the so called “bubble” – all at one place. Any person leaving the “bubble” was not allowed back in order to ensure maximum adherence to the health and safety protocols. The final game of the league was played on 5 September 2020.

The league for the 2020/2021 season is due to start at the latter part of October 2020. No further measure has been set for the start of the new season. These health and safety measures are all subject to the South African Government regulations and protocols at the time of the start of the season. Presently South Africa is in a level 2 lockdown and there is currently discussion for a possible relaxation of the lockdown to a level 1.

2. ***Has the Government/Federation/League adopted (and updated) 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 stipulated above, competitive football started again in August 2020 under strict health and safety measurement. Presently, there are no restrictions on full training sessions, however, at all times, clubs are subject to follow the required regulations and protocols in order to ensure a safe football 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)?***

As stipulated above, football is back to full training and all competitive league football resumed during August 2020.

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?***

¹ 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.

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, or 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, fall 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 does not return to training 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 a 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?)?*

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

No

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

No official reaction.

11. *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.

12. *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 indicate any insolvency proceedings, there are a few clubs indicated that they are up for sale.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature*

of these investments provided (for example, sovereign wealth fund or private equity investors)?

Save for the sale of Bidvest Wits club, a club participating in the premier division of the National Soccer League, there have been no further known investments in South African Football. The main sponsor for the league's sponsorship agreement came to an end at the end of the 2019 / 2020 season. The South African National Soccer League is in the process to acquire a new league sponsor.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

Unknown.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

Fortunately, the league has been completed and no measures have been planned yet for the future.

SECTION VI

ASIA & OCEANIA

AUSTRALIA

By Anthony Lo Surdo S.C.¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/20 Hyundai A-League (national professional league) was completed on 30 August 2020.

The season for semi-professional and amateur football leagues across the nation usually commences in April and ends in August. Due to COVID-19, those leagues commenced in July 2020 and with the exception of the State of Victoria, which went into a second lock-down in early August 2020 causing the abandonment of semi-professional and amateur football leagues in that State, those leagues continue throughout Australia on reduced fixtures with the season to conclude in late October 2020.

The 2020/21 Hyundai A-League is due to commence on 27 December 2020 and will run to 30 June 2021, which is later than normal, due to the impacts from the COVID-19 pandemic in Australia and New Zealand, and to better align the season with Australian grassroots competitions.

2. ***Has the Government/Federation/League adopted (and updated) 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)?***

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 Barrister | Independent Arbitrator | Advanced Mediator; Arbitrator, Court of Arbitration for Sport (Football and General Lists) 12 Wentworth Selborne Chambers, Sydney; Lonsdale Chambers, Melbourne; Outer Temple Chambers, London, Dubai, Abu Dhabi.

“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, e.g., 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 (e.g., 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. *Does the national legal system recognise the concept of “Force Majeure” (or any other concept having the same effect)? 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. *Has your country adopted a national legislation/developed case law which assists in interpreting the concept of “force majeure” in the context of an employment relationship? If yes, please elaborate.*

There is no national legislation nor caselaw which assists in interpreting the concept of force majeure in the context of an employment contract.

10. *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.”

11. *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.

12. *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.

13. *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).

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided?*

No.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

Government regulations currently permit supporters not exceeding 10,000 and 25% capacity of the stadium. Supporters are also seated in a socially distanced manner.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a “second wave” of COVID-19?*

At this stage, as the 2019/20 season has just concluded in Australia and the 2020/21 season is not due to commence 27 December 2020, there are no reports of planned measures in the event of a further cancellation or postponement.

BANGLADESH

By Md Abu Nayeem Shohag¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The Executive Committee of Bangladesh Football Federation (BFF) decided to abandon the 'Bangladesh Premier League 2019-20' and the season deemed concluded without league championship and relegation on 17 May 2020. The 2nd tier professional league of Bangladesh, which is known as the 'Bangladesh Championship League', was also decided to abandon without league championship and relegation at 20 May 2020.

Other competitions of Bangladesh Football Federation namely: 1) 'Tricotex Women's Football League 2019-20' 2) 'National School Football Championship 2020' and, 3) 'Bangabandhu National Football Championship 2020', were suspended at 16 March 2020 until further notice and it is believe that these 3 (three) competitions would be organized at later stage of the year. The BFF Professional Football League Committee decided to start the 2020-21 season by the end of September 2020. The Ministry of Health & Family Welfare issued a guideline on 9 August 2020 to resume sports and to start the training session by following hygiene. As well as this, the Bangladesh Football Federation is going to implement 'AFC Match Operations Protocol During COVID-19 Pandemic' which was introduced by The Asian Football Confederation (AFC) as a guideline for most of the football related actives for teams, officials, and other stakeholders. Bangladesh Football Federation will also abide by the guidelines provided by WHO and FIFA in all the events of football in Bangladesh.

- 2. *Has the Government/Federation/League adopted (and updated) 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***

BFF will follow 'AFC Match Operations Protocol During COVID-19 Pandemic' as the guidelines to return to training and play. Also, Frequent tests as advised/finalized by the Ministry of Health & Family Welfare of the Peoples' Republic of Bangladesh will be performed before training resumption. Training will take place in small groups at the beginning without any doubt. BFF is yet to decide whether games will be played behind closed doors or with restriction or without restriction.

- 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)?***

BFF is preparing the regulations for competitions; some decisions were taken by the BFF Professional Football League Committee which includes reducing the number of venues to 3 or 4, shortening of the league duration, etc. Furthermore, some other decisions will be finalized in the next meeting of the BFF Professional Football League Committee scheduled for 17 September 2020. The games may be organized with some sort of restrictions. FIFA postponed

¹ General Secretary of the Bangladesh Football Federation

‘FIFA World Cup Qatar 2022 & AFC Asian Cup China 2023 - Preliminary Joint Qualification Round 2’ matches which resulted postponement of the residential training camp of Bangladesh National Football which started at 5 August 2020. BFF Professional Football League Committee decided to start the 2020-21 football season at the end of September 2020 by following health protocols as the Ministry of Youth and Sports of the Government of the Peoples’ Republic of Bangladesh has allowed sporting activities with limitations.

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 here at Bangladesh. The players, coaches or staffs have the right to refuse, but this is less likely considering the socio-economic characteristics of the South Asia region.

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 Peoples’ Republic of Bangladesh through the Ministry of Youth and Sports has planned a financial assistance program for the football players affected by COVID-19 pandemic. Moreover, a lump sum grant was handover to all concerned of various sports disciplines, especially to the organizers, coaches, referees and players/athletes from the direct fund of the Ministry of Youth and Sports of the Government of the Peoples’ Republic of Bangladesh.

The relationship between players, coaches 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 BFF. BFF being a member association of FIFA is supposed to receive a fund from FIFA that will be distributed among all concerned –clubs, players, organizers, coaches, referees, regional associations and other stakeholders. However, BFF ensured receipt of a lump-sum amount to 100 football players from the Ministry of Youth and Sports recommended by the District Football Associations (DFAs).

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

The Medical Committee of BFF is helping BFF in preparing a guideline for all concerned to return to training and play including national team training resumption taking into consideration of the best practices undertaken by various sports federations and the circulars, guidelines issues by the AFC and FIFA.

At first place there is no strong association of sports doctors at Bangladesh and secondly, it is not mandatory in Bangladesh to follow the decision passed by the said association.

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 an amicable settlement agreement with foreign players. In general terms a combination of reduction and deferral is yet to be agreed and reduction of payments depends on the income each player receives as per the individual contract. The higher the salary, the more likely the reduction and deferral. .

It remains to be seen how the BFF is going to tackle such issues, since it is inevitable that domestic players will approach the federation with their grievances against clubs. BFF has advised parties to reach mutually agreeable solutions, failing which parties would have the right to approach the BFF Player Status Committee for appropriate adjudication.

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

Clubs have approached players individually and keeping continue the approach. However, players are thinking to attempt to negotiate with club's collectively on the 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?*

There are no sports unions in Bangladesh.

Absence of a Professional Football Players Association is also affecting the players to establish their rights which motivated the football players recently, having no other option, to formulate the Association of the Professional Football Players of Bangladesh and BFF is helping players without reservation to originate such an association. There is a Football Players Welfare Association in Bangladesh but not active that much due to its limited resources.

8. *Does the national legal system recognize 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 defined as 'Stoppage of Work' in Sec 12 of The Bangladesh Labor Law Act 2006, but the player contract doesn't recognize the concept of 'Force Majeure'. In this regard, clubs are better advised to comply and follow with the Football Regulatory Issues concerning COVID-19 issued by the FIFA in April 2020, FIFA Circular Number 1714 and subsequently forwarded by BFF to all its member associations in order to find mutually agreeable solutions.

It would be pertinent to note that the football players in Bangladesh cannot be considered to be employees in accordance with Bangladesh labor laws.

The government has so far announced a set of stimulus packages worth around \$11.90 billion (Taka 1.011 trillion) to offset the COVID-19 shock on various sectors of the country and minimize the sufferings of the people hit hard by the nationwide shutdown enforced to fend off the deadly novel coronavirus but merely had any allocation to Football and Sports. Recently H'ble Prime Minister of The Government of the Peoples' Republic of Bangladesh Sheikh Hasina donated Taka 10 crore to the Bangabandhu Krirasebi Kalyan Foundation (BKKF) as the financial assistance to the distressed athletes, sports organizers, and sports personalities. The Foundation was formed to give donation to the sports personalities who are in need of monetary assistance. Bangabandhu Krirasebi Kalyan Foundation (BKKF) has decided to give allowance recently among the one thousand and five hundred sports personalities and they will get Taka two thousand each for two years.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

The concept of 'Force Majeure' is defined as 'Stoppage of Work' in The Bangladesh Labor Law Act, 2006 (Sec 12) and it is to be noted that the football players in Bangladesh cannot be considered to be employees in accordance with Bangladesh labor laws. The law 'Stoppage of Work' is as follows:

12. Stoppage of work:

(1) An employer may, at any time, if necessary in the event of fire, sudden catastrophe, breakdown of machinery, stoppage of power supply, epidemics, wide spread riots or any other cause beyond his control, stop any section or sections of his establishment, wholly or partly, for such period as the cause for such stoppage continues to exist.

(2) If such order of stoppage is given after the working hours has ended, the employer shall notify the concerned workers relating thereto, by a notice posted or hung the notice board in the section concerned or at a conspicuous place before the next working hour begins.

(3) A notice under sub-section (2) shall contain direction as to when the work shall be resumed and whether such workers are to remain at their place of work at any time before the resumption of work.

(4) In the event of such stoppage occurs during working hours, the employer shall, as soon as practicable, notify the workers concerned relating thereto by a notice in the manner specified in sub-section (2) and such notice shall contain direction as to when the work shall be resumed and whether such workers are to remain at their place of work.

(5) Where workers are directed to stay at their place of work following such stoppage, the staying workers may not get wages, if the period of their stay does not exceed 1 (one) hour, and if it exceed 1 (one) hour they shall get wages for the whole period of their stay.

(6) If the period of stoppage of work does not exceed 1 (one) working day, a worker, unless entitled to wages under sub-section (5), may not get any wages.

(7) If the period of stoppage of work continues for more than 1 (one) working day, every concerned worker, other than a casual or substitute worker, shall be paid wages for all stopped working days exceeding 1 (one) day.

(8) If the period of stoppage of work exceeds 3 (three) working days, the workers concerned shall be laid off in accordance with the provisions of section 16.

(9) The lay-off mentioned in sub-section (8) shall be effective from the first day of stoppage of work, and any wage paid to a worker for the first 3 (three) days may be adjusted against the compensation payable to such worker for the period of such lay-off.

(10) If any piece-rate worker is affected due to stoppage of work, his average daily earning in the previous month shall be taken to be the daily wage for the purpose of sub-section (9).

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

There is no official reaction at national level to the FIFA guidelines on Coronavirus till date.

Ministry of the Youth and Sports of the Government of the Peoples' Republic of Bangladesh is thinking to allow individual sports disciplines to resume training by maintaining social distancing and wearing masks. Government has as well allowed football training camp in small groups under closed doors provided proper hygiene and health facilities are in place.

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

a. Broadcasters;

In 2018, BFF signed an agreement with a Singapore based Sports Marketing Company and under that agreement BFF sold its Broadcast rights of all the domestic tournament to that particular company for the next five years. The company comes up with Domestic and International broadcast partner to televise the major Local and International Tournament.

But after the COVID-19 virus effect began, BFF had to stop all the football tournaments and it had a drastic effect with the broadcast partner. Due to the failure of delivering promised payment to BFF and with no other alternative, BFF terminated the agreement. Now BFF are in a process of finding a new Broadcast Partner.

b. Sponsors

BFF signed an agreement in 2018 with the above-mentioned company for the next 5 Years. Under the agreement BFF sold its Commercial rights to that particular company. It was a good commercial venture for both the parties.

With the COVID-19 virus effect BFF had no other option other than stopping all the Football Activity of BFF. As because of that, BFF couldn't deliver all the asset as per our agreement, and they also couldn't keep their promise to their sponsors. So, in the end, after lot of discussion

both the parties agreed to terminate the agreement and ultimately BFF lost their commercial sponsor. It was a huge setback for BFF and BFF are still struggling with that.

- 12. *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 BFF Playas Status Committee, Appeals Committee and the Disciplinary Committee continue to function under the right circumstances. Urgent hearings and committee meetings would be conducted via video conferencing. Anti-doping testing usually isn't followed here in Bangladesh in local competitions even there is a provision in all the competition regulations.

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

There has been no news of any football club declaring insolvency due to the ongoing corona virus pandemic.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

There has been no news of any new investors buying or investing into football clubs due to the financial crisis.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

BFF is yet to decide whether games will be played behind closed doors or with restriction or without restriction. Should the games be organized with some sort of restrictions or behind closed doors, BFF will broadcast the games for the supporters.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

Nothing concrete at this moment; BFF ExCo and BFF Professional Football League Committee will decide what plan could be followed and implemented should a further cancellation or postponement of domestic leagues in the event of further lockdown caused by a 'second wave' of COVID-19.

CHINA

By Guo Cai¹ and Shaun Dong²

1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?*

The 2019 professional football season in China had already finished, a few months before COVID-19 struck China and then across the world. Thereof the new season scheduled in 2020 was not “interrupted” part way through as in most jurisdictions – but it certainly had to be postponed (if not cancelled at all) until the circumstances in China permits the return of football or any kinds of professional sports.

In the previous editions of this report, we introduced that football games of all levels and all categories had to be put on hold since the end of January 2020. The top two divisions of China’s professional football, Chinese Super League (“CSL”) and CFA China League One, as well as the CFA Super Cup (the Chinese equivalent to the English FA Community Shield), had originally been scheduled to start the new season in February 2020,³ when the prospect of recovery from the coronavirus was bleak. The CFA Super Cup was later cancelled, while all professional leagues remained on hold, uncertain whether the 2020 season could be forfeited at all.

As of the press time of the current edition, fans in China are fortunate enough to welcome their football season back. In July, CSL kicked off its long-awaited 2020 season with the uplifting slogan “to inspire millions of hearts” (“点燃亿心”, which is a homonym in mandarin to “brand-new view”; in September, the CFA China League One had started, with the resuming of the third division under active planning. The 2020 edition of CFA Cup will take place from 18 September to 19 December 2020, on days when the participating teams are off duty from their league commitments.

To safeguard the orderly restart of season, the Chinese Football Association (CFA) reportedly prepared and submitted several competition formats with safety plans for approval from the General Administration of Sport of China, and the State Council. On 1 July 2020, CFA officially announced the 2020 season of CSL was to resume on 25 July 2020. Further details were revealed on 13 July, confirming that the 2020 season was to take place in a hybrid tournament-cup model.

To ensure safety, CFA had put together the Implementation Provisions for Virus Prevention (《中国足协疫情防控工作实施细则》) back in February 2020, which was circulated to all levels of China Men’s and Women’s national teams, as well as professional clubs. The

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² Director of the China Sports Law Centre.

³ According to the official timetable announced by CFA on 22 January 2020 (www.thecfa.cn/lstz/20200122/28529.html), the CSL’s 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 One, was scheduled to run between 29 February and 1 November 2020. The third division was scheduled between 11 March and 31 October 2020. The CFA Super Cup was originally scheduled to commence on 5 February 2020 in Suzhou, Jiangsu Province.

relevant task force (中国足协职业联赛防疫工作领导小组) subsequently drafted the CFA Guidebook on Virus Prevention for Professional Leagues (《中国足协职业联赛疫情防控指南》), hereinafter referred to as the “**CFA Guidebook**”, which is essential for carrying out the plan to resume professional football. In May, CFA engaged leading medical experts from Hua Shan Hospital (华山医院), Shanghai, to assist on operational details in the CFA Guidebook. In Mid-June, following the resurgence of confirmed cases in Beijing, CFA had to further refine the Guidebook before finalising the document.⁴

The choice of Dalian and Suzhou as the “bubble” had been result of conscientious due diligence enquiry and on-site inspections, which involves careful balancing exercise weighing the infrastructure requirements against high standard set for health protection. It is also noteworthy that several software developed by Alipay (member of the Alibaba Group) empowered the effective implementation of the CFA Guidebook, minimising unnecessary physical interaction with technology support such as ID verification by face detection, auto-generated body temperature report, as well as video-conference systems. Staff and players are all required to settle in designated hotels and follow the prescribed “hotel-training pitch-stadium” routine.

In addition, the CFA Guidebook requires all clubs conduct at least one antibody testing and two nucleic acid testing for all personnel expected to participate in the 2020 season, including players, coaches, staff and official. While the teams are sheltered in the “bubbles”, they need to undergo weekly nucleic acid testing and monthly antibody testing. Any incompliance with the virus prevention rules prescribed by CFA will likely lead to disciplinary sanction.⁵

2. *Has the Government/Federation/League adopted (and updated) 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*

While football games and other sporting competitions were put on hold, football teams and clubs continued their respective training programs. From late March onwards, China Women’s Football National Team and China Men’s Football National Team called up their players for training camps respectively, which signaled the return of football on the horizon.⁶

When CSL planned to start the 2020 season, the teams were required to move into their designated hotel base a week ahead of the official opening, and clubs had played out friendlies behind closed doors since the announcement of season restart.⁷

⁴ Sina Sports, “CFA Explained Ten Major Issues for CSL Restart, Virus Prevention at Core”, 8 July 2020, <https://sports.sina.com.cn/china/j/2020-07-08/doc-iirczymm1234627.shtml>.

⁵ Sports.news.cn, “Strict Control and Streamline the Season Schedule – Understanding the CSL 2020 Season Restart Plans”, 8 July 2020, http://sports.xinhuanet.com/c/2020-07/08/c_1126213413.htm.

⁶ On 27 March 2020, China Women’s Football National Team called up players for training in Suzhou (2-30 April 2020). On 29 April 2020, China Men’s Football National Team called up players for training in Shanghai (10-27 May 2020).

⁷ Changjiang Daily, “Friendly between Wuhan Zall and Suning Ended in 2:2 Tie”, 12 July 2020, <http://www.cjrbapp.cjn.cn/wuhan/p/188707.html>.

b. The return to competition (for example by way of altered 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 competition rules had to be altered, because the season was shortened to less than four months, which made it unlikely for the teams to complete the 240 matches usually spanning for 9 months in uninterrupted season.

The CSL 2020 season has been split in two stages, with the first stage (from 25 July to 28 September 2020) played out in the specific locations of Suzhou (Jiangsu Province) and Dalian (Liaoning Province), each base being allocated with 8 out of the 16 CSL teams. The first stage of 2020 CSL season is thus structured similar to the Eastern and Western conferences played in the NBA regular season, except that teams allocated to different bases would not meet for virus prevention purpose.

The second stage of the season has been scheduled between 16 October and 12 November,⁸ with the top 4 teams from each conference competing in a way analogous to UEFA Champions League quarter final.⁹ The remaining teams (i.e. the bottom 4 teams from each conference) will also face off each other at the second stage to determine their rankings at the conclusion of the 2020 season. It is worth noting that the agenda of second stage was decided in close coordination with the Asian Football Confederation (AFC) to avoid conflicting with AFC Champions League 2020 and the FIFA World Cup Qatar 2022 Asia Qualifiers.¹⁰

Following consultation with the member clubs, it is decided that the CSL 2020 season will implement relegation – the team ranking at the bottom of the league will be relegated to the second division; the team ranking second to last will have to compete a play-off to determine whether it is going to be relegated.¹¹

Other divisions of China's professional football had either started or at least actively planned the new season in bubbles. China Women's Super League started the 2020 new season on 23 August 2020 in the bubble of Hai Geng (海埂) training base located in Kunming, Yunnan Province, and had finished on 11 October 2020. On 12 September 2020, the second division of China Men's professional leagues, CFA China League One (中甲联赛), started its new season in Chengdu, Sichuan Province. Following the half-tournament-half-knockout model as adopted by CSL for this special season, with similar virus prevention measures, CFA China League One 2020 season would take place in three designated locations: Chengdu (Sichuan Province), Meizhou (Guangdong Province), and Changzhou (Jiangsu Province).

The third division of China Men's professional leagues, CFA China League Two (中乙联赛), started on 24 October 2020 in two separate, designated locations within Yunnan Province, i.e.

⁸ Sina Sports, "CSL Second Stage Schedule: Starting from 16 October", 2 September 2020, <https://sports.sina.com.cn/china/j/2020-09-02/doc-iivhvpwy4492737.shtml>.

⁹ The remaining teams (i.e. the bottom 4 teams from each conference) will also face off each other at the second stage to determine their rankings at the conclusion of the CSL 2020 season.

¹⁰ On 12 August 2020, AFC announced that the Asia qualifiers scheduled in October and November 2020 would be postponed to 2021. On 10 September 2020, AFC announced that the AFC Champions League East Zone matches, originally planned to restart in Mid-October, had been rescheduled between 15 November and 13 December. See http://www.xinhuanet.com/english/2020-09/10/c_139358918.htm.

¹¹ The play-off will be against the team ranking the second at the conclusion of the CFA China League One, the second division of China Men's professional football.

Hai Geng (海埂) training base and Lu Xi (泸西) training base, with similar half-tournament-half-knockout model applied to CSL and CFA China League One.

The CSL 2020 season started with games behind closed doors (with the assistance of technology such as virtual spectators). As the Chinese society gradually normalized and had largely recovered from the coronavirus, and following through analysis of the circumstances on the ground, CFA and the local government authorities in the two CSL bases (i.e. Suzhou and Dalian) decided to allow limited number of fans into the stadium (for one match out of each round).(See answer to Question 15 below)

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 or 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 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.

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?)*

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 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 forwards¹². The plan is widely viewed as an essential step towards the professionalisation and commercialisation of Chinese football.¹³ On 14 April 2020, the CFA reiterated in an official announcement that the plan to establish the professional league council had been ongoing.

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.

¹² People's Daily, *Chinese Professional Football League Will Be Set up Soon*. Page 09, 17 October 2019.

¹³ 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>.

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,¹⁴ it is also reported that big CSL clubs are relatively well funded and are not concerned about salary reduction.¹⁵

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-19¹⁶. 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",¹⁷ 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.¹⁸

Except Xinjiang Tianshan Leopard FC mentioned above, other professional football clubs had been 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

¹⁴ 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>.

¹⁵ According to Osports Media, some CSL clubs did not consider deducting players' salary, 22 April 2020, <https://xw.qq.com/cmsid/20200422A0KCE900>.

¹⁶ Sun Zhe, Xinhua News Agency, "Xinjiang Tianshan Leopard FC Women's Team Dismissed", 28 April 2020, <http://www.ppsport.com/article/news/905618.html>.

¹⁷ 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>.

¹⁸ Beijing News, 16 May 2020, <http://www.bjnews.com.cn/sport/2020/05/16/727960.html>.

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 professionals¹⁹.

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 2020.

The proposal issued by the CFA encourages clubs to arrange salary-cuts through collective bargaining with labour unions. 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 proposal²⁰ 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".

¹⁹ 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>.

²⁰ <http://www.thecfa.cn/lstz/20200508/28619.html>.

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.

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”*. 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

The Supreme People's Court (hereinafter referred to as “SPC”) elaborated on the application of law (including the principle of “Force Majeure”) in three guiding opinions issued in April (SPC Guiding Opinion Part I), May (SPC Guiding Opinion Part II) and June 2020 (SPC Guiding Opinion Part III) respectively (关于依法妥善审理涉新冠肺炎疫情民事案件若干问题的指导意见). In particular, Section 2 of SPC Guiding Opinion Part I confirmed that coronavirus might constitute Force Majeure under PRC Law, provided that the circumstances in each case meet the conditions specified under Article 180 of General Provisions of PRC Civil Law,²¹ Articles 117 and 118 of PRC Contract Law.²²

Section 4 of SPC Guiding Opinion Part I encouraged employers to adopt flexible working arrangement. The SPC also instructed all levels of People's Court to correctly apply Article 26 of the PRC Labour Law and Article 40 of the PRC Labour Contract Law.²³ The SPC further reiterated its disapproval for employers to dismiss employees either confirmed or suspected of being infected with the coronavirus. Reference was also made to policy papers on employment relationship made by the State Council and provincial government authorities.

The SPC Guiding Opinion Part III issued on 8 June 2020 sought to address foreign-related legal issues in the time of pandemic. Section Four confirmed that when PRC Law applies, the principles established in the SPC Guiding Opinion Part I shall be followed; however, when foreign laws are to apply, the People's Courts are instructed to accurately understand the statutory provisions or case laws of the applicable foreign law. It is worth noting that SPC specifically emphasized that the People's Courts shall not take it for granted to apply the PRC law principles of Force Majeure where foreign law shall apply.

²¹ Article 180 of General Provisions of PRC Civil Law defines Force Majeure as “objective circumstance that is unforeseeable, inevitable, and insurmountable”. Liabilities arising from failure to perform contractual obligations can be exempted, if the failure to perform is caused by Force Majeure.

²² Article 117 of PRC Contract Law adopts the same definition of Force Majeure as provided in Article 180 of General Provisions of PRC Civil Law. Article 117 of PRC Contract Law provides that a party who is unable to perform its contractual obligations due to force majeure is exempted from liability in part or in whole, in light of the impact caused by force majeure, except otherwise provided by law. Where the force majeure event occurs after a party's delay in performing its contractual obligations, the party is not exempted from liability, if any.

²³ Article 26 of PRC Labour Law and Article 40 of PRC Labour Contract Law provide for termination of employment due to illness, injuries or change of circumstances that frustrates the contractual purposes.

10. *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”.²⁴ 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”.²⁵

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)²⁶.

The above plans shall not apply to non-playing staff members.

The CFA proposal dated 8 May 2020²⁷ 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.

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

²⁴ 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>.

²⁵ *Ibid.*

²⁶ PP Sports, “CFA Provided Two Options to Clubs for Salary Adjustment”, 22 April 2020, <http://www.ppsport.com/article/news/904177.html>.

²⁷ <http://www.thecfa.cn/lstz/20200508/28619.html>.

and club management should “plan in advance, proactively reduce unreasonable expenses, and effectively control human resources costs.”

The CFA announced a proposal on 8 May 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 evidence (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 1 March 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 1 March 2020 (for CSL and CFA China League One) or 3 March 2020 (for CFA China League Two), 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 reality.²⁸

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

a. *Broadcasters*

The high-profile deal between English Premier League (EPL) and its Chinese broadcaster PPTV had been terminated on 3 September 2020, reportedly due to the parties' failure to agree on price adjustment.²⁹ In 2016, PPTV bought the exclusive rights to broadcast the EPL games in Mainland China for the 2019-2022 cycle for £564m.

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.

12. *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 impact on the status of disciplinary proceedings or regulatory oversight is not obvious. In terms of anti-doping, it is still operated as usual.

²⁸ Chinese Football Association: <http://www.thecfa.cn/lstz/20200508/28619.html>

²⁹ SportBusiness, “Premier League Pulls Plug on PPTV Rights Deal in China”, 3 September 2020, <https://www.sportbusiness.com/news/premier-league-pulls-plug-on-pptv-rights-deal-in-china/>.

In fact, the regulatory oversight has been under spotlight in the past a few 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 2020.³⁰

13. *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 announced³¹ 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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

So far, there have been no reports of new investors investing into Chinese football clubs.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

As mentioned in answer to Question 2 above, Suzhou venues carried out a test opening for supporters by allowing approximately 2000 fans into the stadium for the game between Beijing Sinobo Guoan FC (北京中赫国安足球俱乐部) and Shanghai SIPG FC (上海上港足球俱乐部) on 22 August 2020. The supporters seated in the stadium of Suzhou Olympic Sports Center were separated by two seats and one row in between. To enter the stadium, a supporter needs to produce the proof of negative coronavirus testing result within validity period (7 days), as well as local health code and movement trajectory within 14 days.³² Since then, a total of 7 games played in Suzhou venues had allowed in supporters until the conclusion of Round 10, with an average of 856 spectators per match, with the highest attendance recorded at the match between Beijing Sinobo Guoan FC and Shanghai SIPG FC. A total of 1588 supporters enjoyed this game onsite.³³

The success of test opening laid the foundation to further streamlining the process – starting from Round 11, one game will be open to supporters on each round. Supporters may obtain the

³⁰ <http://www.thecfa.cn/lstz/20200523/28647.html>.

³¹ <http://www.thecfa.cn/lstz/20200523/28646.html>.

³² China News, “CSL Suzhou Venues Planned to Allow 2000 Supporters In”, 21 August 2020, <http://www.chinanews.com/ty/2020/08-21/9270740.shtml>.

³³ Subaonet.com, “CSL Organising Committee Simplifying Ticket Purchasing Process, More convenience for Fans in Suzhou Venues”, 13 September 2020, <http://www.subaonet.com/2020/0913/2765932.shtml>.

ticket online by uploading their health code, 14-day movement trajectory and the valid proof of negative testing result.³⁴

On 4 September 2020, the Dalian venues had also tested the plan to allow supporters with success, for the popular “Guangzhou Derby” game featuring Guangzhou Evergrande Taobao FC (广州恒大淘宝足球俱乐部) and Guangzhou R&F FC (广州富力足球俱乐部). Subsequently, the local organising committee for Dalian venues announced that one match from each round (starting from Round 10 to Round 14) will be open to supporters free of charge,³⁵ with the maximum capacity limited to 3000 per match. Other safeguarding measures are similar to those adopted by the Suzhou venues.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a ‘second wave’ of COVID-19?*

The CFA Guidebook has an “emergency plan” in place. A CFA spokesperson indicated in July that – in the event that a participating player is tested positive for COVID-19, thorough analysis would ensue to review whether the season should be suspended or cancelled.

Since the restart of CSL 2020 season, Dalian, one of the two bases hosting the CSL “bubbles”, had reported cluster of confirmed cases for COVID-19 with no travel history. In response, the Dalian base intensified sanitation requirements and tightened the traffic management inside the designated hotels, training pitches, and the stadiums. Dalian had tested over 190,000 people following the notice of new confirmed cases, and the CSL venues in the city reported zero contraction. Meanwhile, the games scheduled in the city proceeded and opened to supporters as planned.

³⁴ Ibid.

³⁵ Dalian Government, “CSL 2020 Season Dalian Venues To Formally Open Spectators’ Stand, 7 September 2020, http://dl.gov.cn/yqfk2020/info/1052136_1128661.vm.

INDIA
By *Deep Ray*¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019-2020 football season was prematurely concluded on 15 March 2020. The duration of the 2020-2021 season, as confirmed by the All India Football Federation (AIFF), will be from 1 August 2020 to 31 May 2021.

Football competitions in the country commenced on 8 October 2020, with the qualifying tournament for the second division league. All matches of the tournament were staged at one location (Kolkata) to ensure the safety of the players.

The Indian Super League (top division) started on 20 November 2020. To ensure the health and safety of players and other officials, all matches are being played behind closed doors at three venues in the state of Goa, and a “bio-bubble” has been created to keep the players relatively isolated from the outside world.²

Similarly, it has been confirmed that the I-League (second division) will be organised across different venues in the city of Kolkata starting from 9 January 2021.

With regards to protocols pertaining to return to training/competition, Mr. Subrata Dutta, Senior Vice President, All India Football Federation has confirmed in an official statement that – *“The League department has already prepared the SOP which is to be strictly followed. The onus this year is not on the clubs but on the AIFF and the concerned State Associations since we have already decided that the Leagues would be held in one venue. We need to adhere to all the safety protocols to ensure that not a single player or official gets infected. We need to leave no stone unturned and have a number of workshops to educate all stakeholders as we are currently”*.

- 2. *Has the Government/Federation/League adopted (and updated) 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.

The AIFF has also issued a Standard Operating Procedure for the national teams (men’s, women’s, junior) which covers in detail various requirements and protocols that are to be put in place in order to resume training after the pandemic. The SOP mandates *inter alia* that

¹ Sports Lawyer.

² Goa gets a thumbs up to stage Hero Indian Super League 2020-21, <https://www.indiansuperleague.com/press-releases/goa-gets-a-thumbs-up-to-stage-hero-indian-super-league-2020-21>

incoming players and support staff at training camps must get a Covid test (RT-PCR) done prior to their departure from home on Day minus 3 of travel and proceed to travel with necessary precautions if the result is negative.³

The respective League Committees have also provided clubs with Standard Operating Procedures.

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)?

It has been confirmed that the leagues will be organised in specific states/cities (see response to question 1 above), without any spectators being allowed. While the SOP has not been made publicly available, it has been reported that a “bio-bubble” has been created to protect players from outside contact. Moreover, players, team officials, match officials, personnel interacting with them on a regular basis will be tested every three days.⁴

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 extend 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 wages⁵.

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

³ <https://www.the-aiff.com/article/aiff-guidelines-for-resuming-training-framed-using-best-practices-from-multiple-institutions>

⁴ <https://sportstar.thehindu.com/football/isl/isl-news/isl-2020-21-news-COVID-19-protocol-regulations-bio-bubble-indian-super-league-2020-indian-football/article33136404.ece>

⁵ Available at: https://labour.gov.in/sites/default/files/Central_Government_Update.pdf

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?)

The AIFF has decided to grant COVID-19 solidarity fund to the tune of INR. 3,000,0000 (USD. 400,000 approx) to its state member associations.⁶

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

Neither the Indian Association of Sports Medicine nor the Indian Society of Sports and Exercise Medicine have 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

⁶ <https://www.firstpost.com/sports/all-india-football-federation-to-grant-rs-3-crore-to-state-member-associations-as-part-of-COVID-19-fund-8837751.html>

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 construed⁷. 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.*”⁸

⁷ Energy Watchdog and Ors. v. Central Electricity Regulatory Commission and Ors., (2017) 14 SCC 80, Available at: <https://indiankanoon.org/doc/29719380/>

⁸ <https://www.the-aiff.com/media/uploads/2020/05/Circular-no.-05-COVID-19-Football-Regulatory-Issues-in-India.pdf>

Clubs could also look to rely on the *doctrine of frustration*⁹. In the Indian context, *frustration* is a statutory remedy enshrined in Section 56 of the Indian Contract Act¹⁰. 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 undesirable¹¹.

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

As discussed earlier, football players in India are generally not considered to be employees. Therefore, the relationship between football clubs and players are largely governed by the clauses in the contract executed between the parties.

10. *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.

11. *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.

12. *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.

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

⁹ 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.

¹⁰ Available at: <https://indiankanoon.org/doc/171398/>

¹¹ *Naihati Jute Mills Ltd. v. Khyaliram Jagannath*, AIR 1968 SC 522; Available at: <https://indiankanoon.org/doc/1144263/>

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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

One of the oldest clubs in India, East Bengal FC, recently announced the arrival of Shree Cements, a private limited company, as a new investor. The company has reportedly acquired a majority stake of 76% in the club. However, it would be pertinent to note that the financial difficulties of the club were primarily due to the premature termination of its relationship with the previous investor and cannot be directly attributed to the COVID-19 crisis.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

The organisers of the Indian Super League (top division) have already confirmed that the league will be played in Goa, behind closed doors.¹² It is to be expected that matches of the other leagues will also be played without the presence of spectators in the stadium.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

As far as I'm aware, no guidelines have been issued regarding the above matter. One can presume that the All India Football Federation will take necessary measures and issue relevant circulars after taking into account the directives issued by the Central and relevant state ministries.

¹² Goa gets a thumbs up to stage Hero Indian Super League 2020-21, <https://www.indiansuperleague.com/press-releases/goa-gets-a-thumbs-up-to-stage-hero-indian-super-league-2020-21>

INDONESIA

By Niko Panjaitan¹ and Haekal Makarim²

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

Not yet. According to PSSI Decree No. SKEP/69/XI/2020 concerning Postponement of Competition 2020 Season, the 2020 competition of professional football in Indonesia would resume at the beginning of February 2021 subject to authorization from the authority, government policy and safety and health protocol enacted by the government.³

No official information yet about 2021 season schedule. Meanwhile, the association, alongside with the league operator and stakeholders, continue conducting internal meetings and discussions about the upcoming 2021 season schedule.

Measures would be imposed to continue the safety of football referring to government policy, FIFA, AFC and other related authorized institutions.

2. ***Has the Government/Federation/League adopted (and updated) 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 11 June 2020, Minister of Youth and Sports Republic of Indonesia enacted guidelines in circular letter no: 6.11.1 / MENPORA/VI/2020 concerning a protocol for preventing the transmission of Coronavirus Disease (COVID-19) in youth and sports activities in supporting the continued recovery of activities through adaptation to changes in lifestyle in a new normal order (Circular Letter MOYS RI 6.11.1).

According to the Circular Letter MOYS RI 6.11.1, the Minister recommends technical guidelines on youth and sports activities, including: coordination between the institution or sports organisations being conducting virtually; shall cooperate and receive authorization from authorized institution on conducting youth and sports activities; all committees and participants (athletes, coaches, or officials) must wear a mask, wash hands and body temperature checking; training places or venue competitions and accommodation must be disinfected regularly and periodically; all participants (organizing committee, athlete, coach, and officials) must have a health certificate described COVID-free PCR test result; implementing social distancing and physical distancing; preventing crowds; provide health personnel; and service facilities required for mobility between cities and between provinces.

- 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)?***

¹ Sports Consultant/Sports Lawyer.

² Sports Consultant/Sports Lawyer.

³ <https://www.pssi.org/news/pssi-rencanakan-kompetisi-liga-1-dan-2-dimulai-awal-2021>

The competition will return with strict safety and health protocol adhere to government policy. The condition on resuming the competition proposed among others: games will be played behind closed doors without spectators; format competition, could be double round-robin, to be played in one centralised region and no relegation; teams are allowed a maximum of five substitutes; team participants will be required to conduct PCR/SWAB tests 14 days before the league resumes; and during the competition teams are required to conduct PCR/SWAB test every 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?***

President of Republic of Indonesia signed Government Regulation Number 21 of 2020 on Large-scale Social Restrictions to Accelerate the Handling of COVID-19 Pandemic.⁴

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 a safe and healthy society, and prevent social activities, most regional government which have high cases and death due to COVID-19 have imposed large-scale social restrictions for each respective province, city, or regency. It includes restriction and prohibition on conducting social activities in groups of people, travel or transportation mode restrictions, 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 workshop.⁵

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 the context of the prevention and mitigation of COVID-19, providing guidelines to provide wage protection for labour during 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.

⁴ <https://www.pssi.org/news/tetap-hormati-putusan-polri-pssi-siapkan-tiga-opsi-kompetisi>

⁵ Presidential regulation No. 36/2020

- 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?)?***

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 act.⁶ Legal contractual principles, as stipulated in Indonesian Civil Code, state 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 faith⁷.

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of "force majeure" in the context of an employment relationship?***

⁶ Article 1245, Indonesian Civil Code

⁷ Article 1320, Indonesian Civil Code

Even though article 164 paragraph (1) Law of Republic Indonesia No. 13 of 2003 concerning Manpower has enacted force majeure as one of the grounds for termination of employment, it does not explicitly define the terms and conditions of a force majeure event. Instead of defining the force majeure concept, it only provides technical guidance on termination packages.

The specific provision on force majeure is only regulated under the Indonesian Civil Code. However, the provision is not sufficient to clarify the force majeure concept in the context of an employment relationship.

Despite the force majeure concept not explicitly defined in Employment law, the court also failed to provide consistent decisions that can be used to understand the concept in employment cases.

Terminating an employee on force majeure grounds is not generally permitted, except for limited situations such as if the business has permanently closed and compensation has been paid.

In conclusion, the national legislation and/or court decision are not sufficient to interpret and clarify force majeure concepts in the employment relationship

10. *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.

11. *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.

12. *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.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No official information yet.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

According to Circular Letter MOYS RI 6.11.1, plan for the event, competition, and/or tournament, could be held with spectators of a maximum 30% of the available capacity, by adhering to the protocol with the spectator requirements among others: Minimum age of 17 years old and maximum 45 years old (not applicable for VIP guest, medical team, security, and engineman/firefighters); must provide a health certificate described COVID-free (Rapid test validity period of 3 days and PCR test result validity period of 7 days); Must wear a mask, keep their distance and avoid physical contact.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?*

No available official information yet.

JAPAN
By Takuya Yamazaki¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The J-League (first division) resumed play on 4 July 2020, while its second and third division resumed play on 27 June 2020.² The J-league season is still ongoing. Therefore, the J-League 2020 edition which began in February 2020, is expected to be completed in December 2020.³ As of now, there are no dates decided for the start of the 2021 J-league season.

Women's football, the *Nadeshiko* League, is also still ongoing.⁴ The new 2021 season will start in the fall of next year.⁵

The J-league has been conducting PCR (*Polymerase Chain Reaction*) tests every two weeks, on its players, team staff, and registered referees.⁶ Six phases of testing have already been completed since June⁷ and will continue until the end of the year.⁸

- 2. *Has the Government/Federation/League adopted (and updated) 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***

Apart from PCR testing, players are required to follow some safety norms such as keeping a track of personal health, practicing social distancing to whatever extent possible during official matches and training sessions, and using separate water bottles.⁹

- 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)?***

Relegation from the J-league (first division), second and third division, has been scrapped for this season, while promotion will remain constant.¹⁰ Further, matches have been rescheduled in order to avoid immediate travel obligations, where local teams in the same region play each other first.¹¹

¹ Sports Lawyer and CAS Arbitrator

² <https://www.japantimes.co.jp/sports/2020/08/07/soccer/j-league/j-league-new-wave-COVID-19/>

³ <https://www.jleague.jp/en/match/>

⁴ <https://int.soccerway.com/national/japan/11-league/2020/regular-season/r56254/>

⁵ https://www.jfa.jp/eng/about_jfa/news/00024986/

⁶ <https://www.jleague.jp/en/news/article/17218/>

⁷ <https://www.jleague.jp/en/news/article/17823/>

⁸ <https://www.jleague.jp/en/news/article/17218/>

⁹ <https://www.nippon.com/en/japan-data/h00761/>

¹⁰ <https://www.nippon.com/en/japan-data/h00761/>

¹¹ <https://www.jleague.jp/en/news/article/17112/>

With respect to spectators, the J-league permitted up to 5,000 fans in stadiums from 10 July 2020 and subsequently up to 50% of a stadium's capacity (but it is limited to 30% if capacity of a stadium is more than 17,000) from 19 September 2020¹². These spectators have been generally subject to temperature checks, mask wearing protocols, and a restriction from chanting.¹³

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?*

Currently there is no clear regulation on this issue. It has not been a serious problem in Japan because COVID-19 is relatively contained, and most players do not consider opting out as a viable option due to cultural pressures.

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 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 emerged in football but no J-League club has actually cut or suspended the players' salaries.

¹² <http://www.asahi.com/ajw/articles/13745233>

¹³ <https://www.deccanherald.com/sports/other-sports/japan-sports-leagues-ask-government-to-ease-COVID-19-curbs-on-crowd-numbers-884232.html>

However, all 28 players of Hokkaido Consadole Sapporo have voluntarily 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 were 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?*

Yes, but it ended up being no salary reductions or suspensions.

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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

Although no legislation directly addresses a 'force majeure' event, there exists two Japanese laws that cover the concept of impossibility, similar to force majeure; *Article 419(3) and Article 536(1) of the Civil Code of Japan*.¹⁴

As to the interpretation of 'force majeure' within an employment context, Japanese courts interpret force majeure clauses based on the wording of the clause and facts of the case.¹⁵ If there exists no force majeure clause within the contract, then courts will instead apply principles of the Civil Code to detect a force majeure event.¹⁶ One such principle is the 'rule of impossibility,' where a party is released from the performance of contractual obligations due to impossible circumstances.¹⁷

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

¹⁴ <https://www.legal500.com/guides/chapter/japan-force-majeure/>

¹⁵ <https://www.linklaters.com/en/insights/publications/2020/march/novel-coronavirus-commercial-contracts/novel-coronavirus-impact-on-commercial-contracts/japan>

¹⁶ Ibid.

¹⁷ <https://www.bakermckenzie.com/en/insight/publications/2020/03/force-majeure-under-japanese-law#:~:text=Force%20majeure%20clauses%20typically%20recognized,impossible%20or%20almost%20entirely%20impractical.>

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

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

No.

12. 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.

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

No.

14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?

No reported investments made into football clubs.

15. What plans are in place to allow supporters, if not already allowed, to attend games at stadia?

Supporters are already permitted within the stadium (see 2b above).

16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?

No contingent measures in place yet.

MALAYSIA
By *Susanah Ng*¹

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

No. The 2019/20 professional football season resumed for the Super League with the first match on 26 August 2020 after a suspension on 16 March 2020.

There is no official announcement of the start date for the 2020/21 season. Usually the new season will commence in February of every year.

The Government, Youth and Sports Ministry, FAM and MFL have agreed on a set of Standard Operating Procedures (SOP) for football training and matches to minimise the risk to all involved.

- 2. *Has the Government/Federation/League adopted (and updated) 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 allowed training to resume beginning 15 July 2020 with the first set of matches for the MSL to commence on 26 August 2020.

Players and Club officials/employees were required to undergo the Swab Test before being allowed to resume training after the MCO.

The stadiums where training/ matches are to be held must be registered with the department of international trade and industry, sanitised and disinfected.

Only 8 team officials are allowed to sit at the reserve bench, 1 meter apart from each other and with face mask. Reserved players are to sit at the spectator area, 1 meter apart.

Officials and other players not listed on the team list are allowed entry to the stadium provided they have been listed on the selection list and undergo the swab test. These officials and players are to sit at the spectator area, 1 meter apart and not allowed to come in contact with the reserve players.

Foreign players and foreign officials arriving in Malaysia must not only undergo the swab test but be quarantined for 2 weeks before being released into the team.

Temperatures are taken every day before training. Players are reminded not to share drinks, food, towels etc.

Team doctors and physiotherapist must wear gloves and mask when treating players. Only the Head Coach and players are exempted from wearing a face mask.

¹ Principal Susanah Ng & Associates, a boutique law firm in Kuala Lumpur specialising in Sports Law.

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 loss of four months without any matches, the resumption of the MSL will see a shortened version of it with only 11 rounds of matches to be completed instead of the usual 22 rounds of matches to be played among the 12 teams in the division.

All matches are to be played behind closed doors. The stadiums where the matches are to be held must be sanitised before each match. Team doctors are required to take the players' and officials' temperature before the team departs for the stadium. Anyone who's temperature is more than 37.5 Celsius will be denied entry. Those allowed entry to the stadium must sanitise their hands and wear a face mask. Players are allowed to remove their face mask only when they are warming up and/or playing.

Only 10 guests are allowed for the host and 6 guests for the visiting team are allowed to be present to watch the match. They must all wear a mask and undergo a temperature check.

All facilities-changing room, toilets, corporate rooms etc. must be sanitised.

Players are encouraged to change their jerseys at half time. There will be no handshake before and after the match, no team scrum, and singing of the national anthem. Drink breaks will be carried out at the 30th and 75th minute for not more than 1 minute. No goal celebration with physical contact is allowed.

Once the match is completed, the players, team officials etc. must leave the stadium wearing their mask. Thereafter the whole stadium and its facilities must be sanitised. No exchange of jersey is allowed. Outstation teams are encouraged to return to their state immediately if the distance is not too far.

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), 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, on 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 have 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 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 2020² and 31 March 2020³) stated that employers must pay their employees in full during the MCO, unless parties agree otherwise.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

No. The concept of force majeure is strictly contractual and must exist in the employment contract failing which the courts will not read into it.

² https://www.mohr.gov.my/images/perintah_kawalan.pdf

³ https://www.mohr.gov.my/images/FAQ_PKP_KSM_BIL03.pdf

10. *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 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"⁴;
- (ii) MFL and PFAM are encouraged to negotiate and draft a Temporary Wage Structure package agreeable to all parties by 22 April 2020; and
- (iii) If parties failed to reach an amicable solution by 22 April 2020, then FAM shall decide.

11. *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.

12. *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-Doing Agency Malaysia (ADAMAS) 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.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

No. One club was purchased by an investor, but the financial crisis existed before COVID-19. This was a private purchase.

⁴ <https://www.thestar.com.my/sport/football/2020/04/22/m-league-teams-and-players-agree-on-pay-cuts>

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

None.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

None at the moment.

NEW ZEALAND¹
By Dr Leanne O'Leary²

- 1. *Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

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 recommenced its 2019/2020 season on 17 July 2020. To complete the season, the Wellington Phoenix relocated to an Australian-base in New South Wales and played all remaining season games in Australia. The Phoenix made it through to the series play offs, but was knocked-out in the elimination final. The Grand Final was eventually won by Sydney FC on 30 August 2020.

Under normal circumstances the 2020/2021 season would start in October. However, the start has been delayed until 27 December 2020 and the competition will run until June 2021. The Wellington Phoenix will be based in Wollongong, Australia and all of the team's home games will be played at Wollongong Stadium.

- 2. *Has the Government/Federation/League adopted (and updated) 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 resumption of the 2019/2020 Hyundai A-League season occurred under detailed health and safety protocols that were agreed by the Australian sport's governing body, Football Federation Australia ("FFA"), the League and the Professional Footballers' Association. Competition rules, regulations and procedures were amended and included, amongst others: an increased number of substitutes in a match; the suspension of VAR; extension of technical areas; the suspension of team walk-outs, line-ups, hand-shakes; and changes to the pre-match coin toss procedure. The competition took place in New South Wales, with all teams based in that Australian state and matches played across three stadia. The Wellington Phoenix were required to remain in managed isolation (or quarantine) for 14 days upon arrival in Australia and were also obliged to remain in managed isolation for a further 14 days upon return to New Zealand.

- 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?***

¹ To be read together with the [Australia](#) section.

² Senior Lecturer in Law, Edge Hill University; CAS Arbitrator. Email olearyl@edgehill.ac.uk

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 limited 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 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.³ 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.⁴

The Government 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 2020.⁵ The Government 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.⁶ 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 Package⁷.

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

³ New Zealand Government, "COVID-19 Wage Subsidy" <https://workandincome.govt.nz/COVID-19/wage-subsidy/index.html> accessed 21 May 2020.

⁴ New Zealand Government, "COVID-19 Leave Support Scheme" <https://workandincome.govt.nz/COVID-19/leave-support-scheme/index.html> accessed 21 May 2020.

⁵ Sport NZ, "Community Resilience Fund" <https://sportnz.org.nz/COVID-19/sector-advice/sector-support-package/community-resilience-fund/> accessed 21 May 2020.

⁶ New Zealand Government, "Sport Recovery Package Announced" <https://www.beehive.govt.nz/release/sport-recovery-package-announced> accessed 21 May 2020.

⁷ 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.

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.⁸ It is not apparent whether the Wellington Phoenix or its players will receive any benefit from the funds that FIFA will pay NZ Football.

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.⁹ 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.¹⁰ 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’

⁸ 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.

⁹ 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

¹⁰ 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.

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. 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.¹¹ 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

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. 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.

10. *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.

11. *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 2020.¹² 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 *Karelrybflot AO v Udovenko* [2000] 2 NZLR 24 (NZCA) [36] – [37].

¹² 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/aleague-clears-major-hurdle-as-ffa-receives-belated-payment-from-fox-sports> accessed 21 May 2020.

- 12. *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.

- 13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

There have been no reports of new investors buying or investing in the Wellington Phoenix due to COVID-19. The club reportedly received \$NZ950,000 financial assistance from the Government as part of a nationwide distribution to sports organisations in that country.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

The admission of spectators into stadia will depend on New Zealand's coronavirus alert system level. The country operates a four-tier coronavirus alert system, with Level 4 being the most restrictive. After an initial restrictive period between 25 March 2020 and 7 June 2020 when NZ moved from Level 4 to Level 1, sport in stadia with spectators was permitted to recommence without a restriction on numbers.

However, four new community-transmitted cases were announced in Auckland on 11 August 2020. Consequently, the Auckland region, New Zealand's most populated area, moved to Level 3, with the remainder of the country placed at Level 2. This did not affect professional football but did affect the amateur leagues. At Level 3 no football activity can take place. At Level 2 football activity can take place so long as health and safety measures are followed. These measures include a restriction on gatherings to 100 people (or 10 people in Auckland).¹³ At present, spectators are permitted to attend games subject to a maximum gathering of 100 people (or 10 people for matches in Auckland).

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

The Hyundai A-League has concluded for the season and the FFA, together with other stakeholders, is planning for the 2020/2021 season.

¹³ NZ Football, Football & Futsal at Alert Level 2: Guidelines Applicable From 31 August 2020 available at <https://www.nzfootball.co.nz/COVID19> accessed 13 September 2020.

PHILIPPINES

By Ignatius Michael “Mickey” D. Ingles¹

1. ***Was the 2019/20 professional football season completed? When is the 2020/21 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2019/2020 season was complete. The 2020/21 season, which was supposed to have started on 21 March 2020, was postponed. The teams are now, however, training in their respective bubbles.

2. ***Has the Government/Federation/League adopted (and updated) 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

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shoulder the separation fees (akin to a redundancy package), as required by Philippine Labor Law.

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 from 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 the Civil Code of the Philippines, force majeure is a recognized ground to excuse performance of an obligation.

9. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of ‘force majeure’ in the context of an employment relationship? If yes, please elaborate.*

None. So far, aside from government guidelines allowing adjustments in wages, there is no specific COVID-19 force majeure legislation that tackles employment relationship.

10. *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.

11. *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.

12. *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.

13. *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.

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?*

A new investor actually bought into the current Philippine champion, Ceres FC. After the original owners backed out due to financial considerations tied to COVID-19, an investor came in and bought the club. However, reports on the legal entity of the new investor have been scarce.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

No plans yet. As of the moment, supporters are not allowed to attend any games.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

None at the moment because the Philippines is still in the first wave and the curve doesn't seem to be flattening.

QATAR

By *Ettore Mazzilli, Martin Cockburn and Konstantinos Antoniou*¹

- 1. *Was the 2019/2020 professional football season completed? When is the 2020/2021 season scheduled to start and what measures have been imposed/arrangements made to ensure the continued safety of football in your country?***

The sporting season 2019/2020 for the Qatari First Division resumed on 24 July 2020 and was duly completed on 21 August 2020, whereas the Qatari Second Division resumed on 4 August and finished on 23 August 2020. For completeness, the last match of the season 2019/2020 (play-off for relegation) took place on 28 August 2020. With regards to the football season 2020/2021, the Qatari First Division has already started as of 3 September 2020, whereas the Qatari Second Division will commence as of 22 October 2020.

Concerning the relevant measures and/or arrangements for ensuring the safety of football in Qatar, comprehensive medical protocols have been put in place in coordination between football stakeholders and the Ministry of Public Health, which are regularly updated. In particular related to match-day operations, it has been decided to follow the same principles and procedures as implemented on the occasion of the resumption of the 2019/2020 season, which includes, *inter alia*, periodic tests for players, technical and administrative staff and the development of a “bubble” concept in order to minimize exposure and enhance isolation. Fundamental priority is the safety of all individuals involved and to that direction the already tested procedures that were applied successfully before the resumption of the football season 2019/2020 will continue to be in effect.

- 2. *Has the Government/Federation/League adopted (and updated) 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 are implemented strictly.

Concerning, in particular, the resumption to the team trainings, the following dates and procedures applied:

- For the Qatari First Division clubs, resumption of team training, following a comprehensive testing phase, was scheduled for 10 June 2020. Subsequently, the championship for the 2019/2020 sporting season resumed on 24 July 2020 and was completed on 21 August 2020. As such, a period of approximately 1.5 months was provided at the club’s disposal for adequate training before resumption; and
- Concerning the Qatari Second Division clubs, resumption to training, following a thorough testing phase, was scheduled for 28 June 2020. The remaining match-days of

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the 2019/2020 football season resumed on 4 August 2020 and were completed on 23 August 2020. Hence, a period of approximately 1.5 months was available for trainings prior to the re-start of the remaining fixtures.

In addition, as to the updated—and currently applicable guidelines—QFA and QSLM are in direct and constant coordination with the Ministry of Public Health and are reviewing on a regular basis the relevant health protocols with the aim of: a) to protect the health of all participants; and b) to ensure a smooth and safe transition in the next phase of restrictions' easing that are gradually implemented in the country.

At present, Qatar has progressed into Phase-4 of its strategic plan in relation to the gradual lifting of the restrictions due to COVID-19. Aligned with such strategic directive is the implementation of a carefully updated protocol for “Outdoor and Professional Sports” which regulates in detail the relevant procedures and requirements concerning:

- arrivals and accommodation (quarantine on arrival, COVID-19 testing, hotel quarantine, transport by bus, use of gyms and spas for training);
- training at the venue (during event and training, venue and event preparation);
- entry to the event (spectators, employees, ticketing);
- food outlets;
- infection prevention and control;
- ticket management;
- education and awareness; and
- vulnerable groups.

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 for the resumption of the football season 2019/2020, additional measures had been initially decided, which were, 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 be gradually

reviewed in light of the status of the pandemic at national level. 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 statement² 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),

² <https://www.adlsa.gov.qa/en/news/Pages/news150402020.aspx>

employers and workers can agree that workers take unpaid leave, apply their annual leave, or reduce working hours, as follows:

- 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; and
- 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.

Furthermore, despite the non-favourable financial environment globally, by means of Law 17 of 2020, the Government of the State of Qatar recently decided the establishment of a minimum wage for all private sector workers, which can further mitigate the impact of the pandemic in the private sector.

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. As such, the issue of the players/coaches' salaries was left at the discretion of the relevant contractual parties to deal with. The parties concerned were 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. To this extent, the football season 2019/2020 was completed smoothly and without complications in this respect.

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. Despite initial discussions with the QPA, there was no collective agreement between clubs and players for the revision of the employment terms. However, clubs entered into 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 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 Code,³ and in particular its articles 187⁴, 204⁵ and 256⁶. 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.

³ For an unofficial translation of Qatari Civil Code in English, cf. <https://www.almeezan.qa/LawPage.aspx?id=2559&language=en>

⁴ 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.

⁵ 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.

⁶ 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.

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 Code.⁷ For the application of the Exceptional Incident Theory, the following conditions should be at stake:

- 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of “force majeure” in the context of an employment relationship? If yes, please elaborate.*

As specified above, Qatar law defines rather broadly the “force majeure” principle, being an event “*beyond the control of the obligor*” without further specifications. Insofar, the authors are not aware of any particular national legislation or case law adopted which assists in interpreting the concept of “force majeure” in the context of an employment relationship. As per our information, national courts in general tend to give priority to the terms of the relevant contract and are in principle reluctant in qualifying an event to be a force majeure. However, it is expected that upcoming jurisprudence of Qatari Courts will further specify and provide guidance on this aspect.

10. *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 was extended and successfully completed as mentioned above in detail. The new registration period for the season 2020/2021 commenced as of 2 August 2020, whereas the new football season 2020/2021 officially started on 3 September 2020.

⁷ *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 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.

11. 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.

12. 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 conduct and continuation of arbitration proceedings (e.g. notifications, time limits, hearings via video conference) before the Qatar Sports Arbitration Tribunal (QSAT) were regulated.⁸ To our knowledge, as of August 2020, proceedings before the QFA Disciplinary Committee are taking place even with the physical presence of its members.

13. 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.

14. Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?

So far, in light of the structure of football in Qatar, which basically, does not foresee private investors, the authors are not aware of any new investors buying or investing into football clubs as a result particularly of COVID-19.

15. What plans are in place to allow supporters, if not already allowed, to attend games at stadia?

Football authorities are following strictly the health protocol issued by the competent authority in the State of Qatar, i.e. the Ministry of Public Health. Currently a limited number of spectators

⁸ For more information, cf. https://www.qsaf.qa/wp-content/uploads/2020/03/COVID-19-QSAT-Emergency-Provisions_English.pdf

is allowed in the stadia for up to 20% of the total venue capacity, while maintaining minimum 1.5 meters physical distance in all directions. Amongst other measures, ticketing has progressed into new online systems abandoning the use of physical tickets, seats at the venues are specifically marked for permitting social distancing between spectators whereas masks and thermal scanning are required for all. These protocols are reviewed periodically by the competent authorities in light of the status of the pandemic within the country.

16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a “second wave” of COVID-19?*

Having already ensured a safe resumption for the football season 2019/2020, the football stakeholders, together with the competent health authorities, are well positioned and ready to tackle potential challenges that may be caused by a “second wave” of COVID-19. The model previously followed serves as a proper benchmark for enhancing the existing solutions, whereas due consideration will be given of course in instructions from the competent governmental authorities with regards to practicing sports in the State of Qatar. As proved already by the successful reaction to the first wave, which ensured the continuation of the football season 2019/2020 and its successful conclusion with the highest safety standards, adequate procedures will be implemented that will safeguard the completion of competitions but most of all the safety and health of all participants involved.

SAUDI ARABIA
By *Andrea Minnicino*¹

- 1. *Was the 2019/2020 professional football season completed? When is the 2020/21 season scheduled to start and what measures haven been imposed/arrangements made to ensure the continued safety of football in your country?***

The Saudi Pro League (Premiere division) ended on 9 September 2020, while the Saudi 1st Division shall be concluded on 20 September 2020.

However, the King's Cup 2019/20 shall still see the semi-finals to be played on 27 October 2020 and the final match likely to be held in November.

Apart from these overlapping events due to the COVID-19 crisis the new season shall officially start with the beginning of the Saudi Pro League on 15 October 2020.

As for most of the sport competitions around the world the no-spectators policy has been implemented also with regard to the next season (2020/21).

Clearly the only possible further measure to adopt in case of emergency will be a new suspension of the domestic leagues (or cancellation in the worst case).

- 2. *Has the Government/Federation/League adopted (and updated) 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 Saudi Arabian Football Federation ("SAFF") in concert with the Saudi Pro League and the Government have allowed to resume the competition on 4 August 2020.

Clearly, the date mentioned above implied that any propaedeutic training session had to begin around 30 or 20 days before and such was the common thought among the parties.

It goes then without saying that once football-related activities have been resumed, this did 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.

I am talking about 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 also with regard to the return to training and competitions for the season 2020/21.

- 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***

¹ Legal Counsel at Saudi Arabian Football Federation.

members 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 3 April 2020, 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 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

The Government manoeuvres drastically reduced the impact of the financial crisis derived from COVID-19 pandemic, either on the public and on the private sector. However, it has to be pointed out how the concept of Force Majeure is not unknown to the Saudi Labor law, but, on the contrary, it is quite common to have specific clauses within the employment contracts.

Clearly such clauses to be "efficient" should specify what type of events shall be considered as *force majeure* and usually they will foresee the possibility of suspending (temporarily) the performance of the obligations which became impossible or the possibility to terminate the same contract after a certain limited time.

In this perspective, the Saudi Labor law (as per Royal decree) intervenes allowing the abovementioned clauses to be inserted within the employment contract and providing certain conditions.

First of all the contract relationship should be preserved, and in this sense it could be possible to suspend agreed obligations, reduction of the salary or an instruction to take unpaid leave, but in any case it is always necessary for specific acceptance by the employee.

Furthermore, the termination of the contract for "force majeure" cannot operate without a notice period, and in any case such termination can be assessed as valid only when the employee becomes definitely unable to perform their obligations because of the *force majeure* event.

In cases of extraordinary termination then to the employee shall be fully granted his end of service rights.

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

As mentioned above, the *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 the same FIFA, all the relevant decisions on the matter shall be the outcome of a roundtable within the domestic walls.

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

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

Several discussions among the parties are still ongoing. News on the matter are expected within the next weeks.

- 12. *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)

- 13. *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.

- 14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19? If so, were any details as to the nature of these investments provided (for example, sovereign wealth fund or private equity investors)?***

Due to the public nature of the Saudi football clubs the financial crisis have not changed the *status quo* of the clubs.

- 15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?***

As for the previous season (lately ended), the precautionary measures adopted by the governing bodies to impose the no-spectators policy will be applied also with regard to the forthcoming season 2020/21.

Only once the state of emergency declared by the Government will end and accordingly the number of cases shall be severely decreased, will it then be concretely possible to re-open to spectators.

- 16. *What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?***

It is still not possible to foresee if, and in which measure, a potential second wave would affect the competition. However, it goes without saying that in case of further suspension of the domestic leagues, the national football authorities might consider the idea of modifying the structure of the competition once it will be resumed. For example, by moving from the "round-robin" format to the elimination tournament system, or simply reducing the number of matches (no home/away), all clearly depending on the date of resumption of the leagues.

UNITED ARAB EMIRATES

By Saleh Alobeidli¹

1. ***Was the 2019/2020 professional football season completed? When is the 2020/21 season scheduled to start and what measures haven been imposed/arrangements made to ensure the continued safety of football in your country?***

The 2020/21 season is going to start on 8 of October 2020 behind closed doors, so no fans are allowed to attend.

2. ***Has the Government/Federation/League adopted (and updated) 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).

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.

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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 7 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. *Has your country adopted national legislation/developed case law which assists in interpreting the concept of 'force majeure' in the context of an employment relationship? If yes, please elaborate.*

No

10. *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.

11. *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.

12. *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.

13. *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).

14. *Have there been reports of new investors buying or investing into football clubs due to the financial crisis following COVID-19?*

No in terms of buying, however, the owner of Sheffield United, Prince Abdullah Bin Musa'ad has established new football club under the name of "Al Hilal United FC" to start in the second Division of the UAE Football Leagues.

15. *What plans are in place to allow supporters, if not already allowed, to attend games at stadia?*

So far fans and supports are not allowed to attend at stadium.

16. What are the planned measures in the event of a further cancellation or postponement of domestic leagues, for instance, if there is a lockdown caused by a 'second wave' of COVID-19?

As of October 2020, the situation is under control and day to day live is quite normal. However, the UAE is taking all necessary measures to ensure the safety of the people.

ANNEX

END OF 2019/20 SEASON AND START OF SEASON 2020/21

Country and First Professional Division	Was the 2019/20 season completed? (Yes/No/Still ongoing) If yes, when?	Date of proposed commencement of 2020/21 season?
Argentina	No, it was cancelled (but championship was already decided). Cancellation only affected a “league cup”-like tournament	January 2021. Meanwhile an ad-hoc cup will be played from October 30 to December 2020
Australia, A-League	Yes, 30 August 2020	December 2020
Azerbaijan, Azerbaijan Premier League	No	21 August 2020
Bangladesh, Bangladesh Premier League (BPL)	No	27 September 2020
Belarus, Premier League	Still ongoing	March 2021
Belgium	Yes, 15 May 2020 but not all games were played	8 August 2020
Bosnia and Herzegovina, m-tel Premier League	No	1 August 2020
Brazil, Brasileirão	No, the 2020 season it is scheduled to finish on 24 February 2021	28 February 2021
Bulgaria, First Professional League	Yes	7 August 2020
Cameroon, Elite One	Yes, 12 May 2020	The exact date is not yet known
Canada, Canadian Premier League	Yes. 19 September 2020	Unknown. Usually April 2021
Chile	Still ongoing	No date yet
China, Chinese Super League	Yes, 1 December 2019	25 July 2020
Colombia, Professional Division (DIMAYOR)	Not completed yet, it restarted on 19 September 2020	It would only be played one tournament instead of two during the year 2020.
Croatia, Hrvatski Telekom Prva Liga	Yes. The last matches were played on 25 July 2020. The FA Cup final was played on 1 August 2020	14 August 2020
Cyprus	No. On 15 May 2020 it was decided to be permanently terminated	22 & 23 August 2020
Denmark, Superliga	Yes, on 29 July 2020	11 September 2020
Ecuador, Ecuadorian Football Professional League	Still ongoing	February 2021
England, Premier League	Yes, 26 July 2020	12 September 2020

France, Ligue 1	No, the LFP called the end of the championship on 28 April 2020	21 August 2020
Germany, Bundesliga	Yes	18 September 2020
Ghana, Ghana Premier League	No	14 November 2020
Greece, Super League	Yes, 31 August 2020	1 September 2020
India, Indian Super League	Yes, 14 March 2020	21 November 2020
Indonesia, LIGA 1	No, it was not. Resuming at the beginning of October	No official information yet
Italy, Serie A	Yes, on 2 August 2020	19 September 2020
Japan	Still ongoing	TBD
Kenya, Kenya Premier League	No	28 November 2020
Malaysia	No, still ongoing	February 2021
Malta, Premier League	No	19 September 2020
México, LigaMX	No	24 July 2020
Morocco Pro1 Championship	Still ongoing	14 October 2020
New Zealand, Hyundai A-League	Yes – 30 August 2020	Not yet confirmed, but likely to be in early 2021
Nigeria, Nigerian Professional Football League	No	6 December 2020
Norway	Still on going (last match foreseen for 19 December 2020)	No formal decision taken yet. Probably first week of April (according to regular schedule)
Paraguay	“Campeonato Apertura” completed on 4 October 2020	N/A
Perú, Liga 1 MOVISTAR	Still on going	January 2021
Philippines, Philippines Football League	Yes, it was completed before the pandemic hit.	No definite dates yet. Hopefully by end October 2020.
Poland, PKO Ekstraklasa	Yes, 31 July 2020	1 August 2020
Portugal, Primeira Liga	Yes, 2 August 2020	20 September 2020
Qatar, Qatar Stars League	Yes, completed on 21 August 2020	3 September 2020
Romania, Liga 1	Yes, 12 August 2020 (however not all the games were played)	21 August 2020
Russia, Russian Football Premier League	Yes, 22 July 2020	8 August 2020
Saudi Arabia, Pro League	Yes, 9 September 2020	15 October 2020
Scotland, SPFL	Yes, completed 3 August 2020	30 August 2020
Serbia, Super League	Yes, 20 June 2020	1 August 2020

Slovenia , <i>Prva Liga Telekom Slovenije</i>	Yes, 22 July 2020	22 August 2020
South Africa	Yes, 5 September 2020	End October 2020
Spain , <i>La Liga</i>	July 2020	12 September 2020
Sweden , Allsvenskan	2019 yes, 2020 ongoing	14 June 2020
Switzerland , <i>Super League</i>	Yes, 3 August 2020	18 September 2020
South Africa , <i>Premier League</i>	Yes, August 2020	End of October 2020
The Netherlands , <i>Eredivisie</i>	No, date of cancellation: 24 April 2020	12 September 2020
Turkey , <i>Turkish Super League</i>	Yes, 26 July 2020	Yes, 11 September 2020
Ukraine , <i>Ukrainian Premier League</i>	Yes, 19 July 2020	Yes, 21 August 2020
United States , <i>MLS</i>	Yes, 10 November 2019 (MLS runs on a spring-to-fall schedule)	12 August 2020
Uruguay	Not yet, scheduled at the end of January 2021	Scheduled at the end of January 2021
Venezuela , <i>Liga FUTVE</i>	2020 Season is incomplete; the season is scheduled to restart in last trimester of 2020	2021 season will start on February 2021