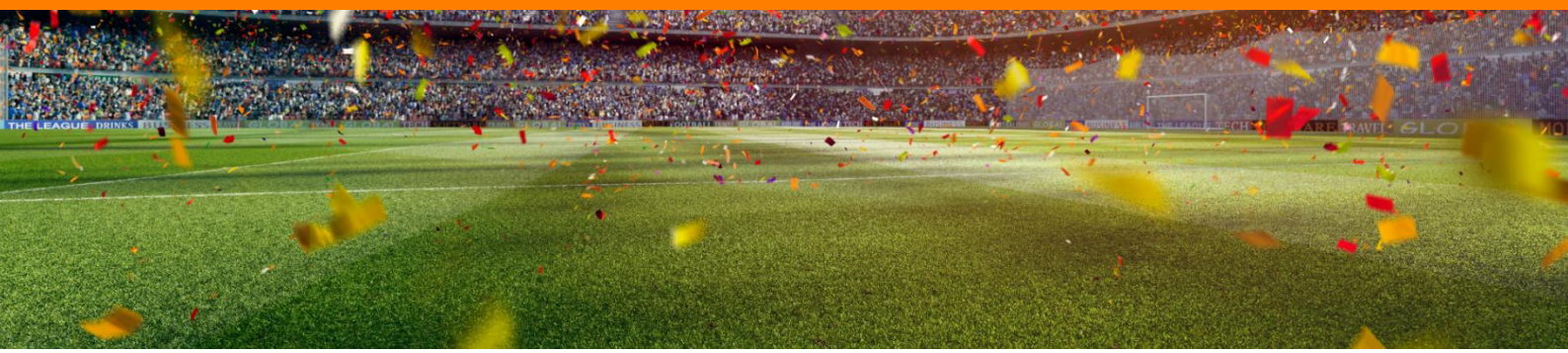


Beyond The Sidelines | LCA Sport Annual Review 2025



As the year draws to a close following a period marked by significant legal developments and landmark judicial decisions, we are pleased to present the LCA Sport Review 2025, offering a comprehensive overview of the most relevant legal issues affecting the sports sector over the past twelve months.

2025 proved to be a pivotal year in the relationship between sports law and European Union law, with rulings expected to have a far-reaching impact on player transfers, the regulation of sports agents, and the autonomy of international sports arbitration. At national level, the year saw the adoption of the new FIGC Agents Regulations as well as the new Serie A Collective Bargaining Agreement. In parallel, preparations for the Milano Cortina 2026 Winter Olympic Games and the 2026 FIFA World Cup continued to influence the regulatory and policy landscape, prompting the introduction of specific measures aimed at addressing the legal and organizational challenges associated with these major sporting events.

We thank you for your continued interest and invite you to read the following pages for an overview of the key legal developments that shaped the sports sector in 2025.

Wishing you a Merry Christmas and every success in the New Year!

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2025 Sports law updates in Italy

The so-called "*Giovani di Serie*" youth category and the introduction of the option right for the first professional apprenticeship contract

On January 30th, 2025, the Italian Football Federation (FIGC) introduced an important change regarding the signing of the first apprenticeship contract for young professional footballers. Under the new Article 33 of the FIGC Internal Organizational Rules (NOIF), clubs may now be granted the option right to enter into the player's first professional apprenticeship contract. This option may only be granted by players who have not yet turned 18 and it must be included in the registration form (in Italian "*modulo di tesseramento*"). The maximum duration of the option is two years for players aged 14, and one year for those who have already turned 15. In any case, the club may exercise the option during the player's final month of registration, by paying a minimum amount previously agreed between the parties.

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Sport labor reform: publication of the new official job descriptions list (so-called "*mansionario*")

The new official job descriptions list has been published pursuant to Article 25, section 1-ter, of Legislative Decree 36/2021. This list complements the sports worker definition provided by the Law, which allows National Sports Federations to identify additional specific professional job descriptions deemed necessary according to their respective technical regulations. This classification is based on the principle that sports work includes not only the job descriptions expressly provided by law, but also those that individual federations, through their technical regulations, consider essential to allow sporting activities to be carried out.

READ HERE **JOB LIST**

Insight - New Sport Reform

The new FIGC Agents Regulations and the possible amendments to the CONI Agents Regulations

On April 23rd, 2025, the FIGC published a new version of the FIGC Agents Regulations. The amendments removed for domiciled agents the requirement to have a foreign residence as well as the requirement of a minimum period of qualification, expanded the list of criminal offences preventing registration before FIGC and Italian National Olympic Committee (CONI) Agents Registers, and provided for the automatic termination of representation agreements in the event of an agent's removal from the registers.

In line with the provisions of the FIFA Football Agents Regulations (FFAR), it introduces a ban on clauses that restrict a player's ability to independently negotiate their employment agreements. The publication of the new FIGC Agents Regulations drew reactions from two Italian Agents Associations, namely AIACS and IAFA, which, initially issued a statement announcing potential legal actions against such amendments. Then, they filed a claim with the Administrative Regional Court (TAR) of Lazio on June 9th, 2025, requesting the withdrawal of the FIGC Agents Regulations and the provisional suspension of their effectiveness. However, the court declared the claim inadmissible due to the failure to first challenge the matter before the sports justice authorities, in view of the so-called "*sports preliminary objection*". In any event, although the amendments contained in the FIGC Agents Regulations have been approved by the CONI Executive Committee, they have not yet been incorporated into the CONI Agents Regulations. As a result, until CONI adopts a new regulatory text, the provisions introduced by the FIGC Agents Regulations cannot be considered effective, nor therefore enforceable.

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FIFA recognizes the registration to the Italian Football Agents Register

2025 was a record year for the amount of fees paid by clubs to sports agents in the context of international transfers, totaling $1.37 billion, according to the FIFA Football Agents Report of December 2025. In this context FIFA has officially recognized that football agents registered with the FIGC Agents Register and the CONI Agents Register are entitled to request the FIFA Agents license established by the FFAR. This recognition is granted pursuant to Article 24 of the FFAR, which allows FIFA to approve national licensing systems as long as they establish candidate eligibility requirements and an examination based on sports regulations or other substantive training requirements. Football agents registered with the FIGC Agents Register and the CONI Agents Register can apply for a FIFA license through the official platform without taking the FIFA exam, provided that they meet the eligibility criteria set out in Article 5 of the FFAR. Once registered, agents are authorized to operate internationally, but they must comply with the continuing professional development (CPD) obligations established under Article 9 of the FFAR, which requires the obtainment of a minimum number of CPD each year.

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Reforms of Lega Pro regulations: introduction of a salary cap and enhanced oversight for club acquisition

In light of the multiple clubs' withdrawals from the championship and financial difficulties that affected the 2024-25 season, Lega Pro (the Italian third football division) has revised its regulations to strengthen the economic and financial stability of its member clubs.

On April 29th, 2025, the Lega Pro assembly approved the introduction of a salary cap, which limits club spending on player wages to 55% of the ratio between remuneration and production value. In the event of a cap breach, no sporting penalties are foreseen; instead, fines will be imposed and reinvested in youth sectors. For the 2025-26 season, the salary cap was introduced on an experimental basis, without the application of sanctions, while full implementation is scheduled for the 2026-27 season.

Following the meeting of the Federal Council on April 30th, 2025, additional regulatory amendments were introduced to strengthen guarantees in the event of acquisitions of clubs competing in Lega Pro. In particular, it amends the wording of Article 20-bis, section 6, of the NOIF which sets out the requirements of integrity and financial soundness applicable to purchasers of shareholdings in professional sports clubs. Compared to the previous version, the provision introduces an additional requirement for the purpose of assessing financial soundness.

From now on, in the case of acquiring majority shares in Lega Pro clubs, buyers must provide guarantees not only for existing debts, as previously required, but also for debts that will accrue until the end of the current sporting season. To this end, a first-demand bank guarantee in favor of Lega Pro must be deposited with the FIGC. This guarantee must cover debts incurred by the end of the season toward registered players, employees, and collaborators in the sports area with contracts ratified by the League, as well as other employees and collaborators, as required by the National Licensing regulations.

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From the Sports Decree to Law: new rules for the Olympics, major events, and sports labor

The measures introduced by the Sports Decree, now included into Law No. 119/2025, establish a comprehensive framework for the organization of major international sporting events in Italy over the coming years, including the Milano-Cortina 2026 Winter Olympic Games, the Taranto 2026 Mediterranean Games, the 2027 America's Cup in Naples, the ATP Finals 2026–2030, and the 2032 UEFA European Football Championship.

The law streamlines organizational procedures, allocates dedicated funding, and introduces measures covering safety, public order, sports facilities, and sports justice. It also expands protections for referees and strengthens governance for major events. Special attention has been given to winter sports safety, with stricter standards for skiing and bobsled tracks, and to fight match-fixing, with a reinforced role for the General Sports Prosecutor at CONI and enhanced tools for monitoring suspicious betting flows.

Regarding labor law, the law confirms the extension of the maximum duration of employment agreements from five to eight years, a provision already adopted by FIGC under Official Communication No. 6A of July 1st, 2025.

Furthermore, it governs the management of future major sporting events, ensuring coordination between the Commissioner for Euro 2032 and local authorities for the redevelopment of sports facilities. The overarching goals are sustainability, the protection of athletes and infrastructure, and the establishment of effective national-level governance for all internationally significant sporting events.

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The new Collective Bargaining Agreement between AIC, Lega Serie A and FIGC

The new Serie A Collective Bargaining Agreement (CBA), entered into on July 31st, 2025, by the Italian Footballers' Association (AIC), Lega Serie A, and FIGC, represents a major update to the regulatory and contractual framework governing professional football players in Italy, in light of recent legislative reforms. The Sport Reform (Legislative Decree No. 36/2021) introduced, for the first time in Italy, the definition of "sports worker" and the possibility of entering into sports apprenticeship agreements, while the Sports Decree (Law No. 96/2025) extended the maximum duration of employment agreements from five to eight seasons. In light of these novelties, the new CBA aims to redefine the relationship between clubs and players, balancing economic, organizational, and sporting needs.

Regarding apprenticeship agreements, Article 2.3 introduces significant changes. Minimum wages for apprenticeships are now fixed and determined according to the player's age as of December 31st of the year in which the season begins, simplifying wage calculations and reducing costs for clubs compared to the previous system. Article 4.2.2 of the new CBA provides detailed rules on image rights, formally introducing the concept of the team's "collective image" and regulating its use for a maximum of thirty hours per season, to be distributed evenly among the players. The agreement also governs the use of individual players' images for promotional and advertising purposes, specifying that players cannot be compelled to participate in individual advertising campaigns without consent and that any use of promotional material featuring club colors or symbols requires written authorization. Notably, the previous reference to the Advertising Convention has been removed. Article 4.5 of the former CBA referred to this Convention, stating that agreements on image rights between clubs and players should follow its terms "if and when issued". Since the Convention was never enacted, the provision was never applied.

Among other changes, supplementary agreements on image rights between the club and the player are valid only if included in the "Other Writings" form (in Italian "*Altre Scritture*"). An important new provision under Article 5.2.7.1 introduces an automatic 25% salary reduction in the event of relegation to Serie B, with the possibility of exceptions mutually agreed by the parties. The new disciplinary system under Article 8.3.1 introduces clearer and more proportionate rules: fines for ordinary violations may reach up to 20% of the fixed monthly salary, while discriminatory behavior may incur sanctions of up to 50%. Player education and cultural development remain a priority, with initiatives promoted by clubs to support studies, professional courses, and awareness programs on issues such as match-fixing. From a healthcare perspective, Article 8.10.1 guarantees basic medical care free of charge to players by their clubs. However, players with annual salaries exceeding € 500,000 are responsible for any services beyond basic care. The updated rules on sick leave introduce more flexible criteria for salary reductions or contract terminations in cases of injury or illness, including non-consecutive periods of absence. Finally, Article 12.1 reaffirms players' entitlement to one day of rest per week, except when the team is engaged in official national and/or international competitions scheduled on midweek dates.

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2025 Sports law updates globally

The Sinner case before the Court of Arbitration for Sport

In tennis, anti-doping disciplinary matters are handled by the International Tennis Integrity Agency (ITIA), whose first-instance competent body is Sports Resolutions, an independent organization based in London. This is based on an agreement between ITIA and Sports Resolutions, which stipulates that all disputes within ITIA's jurisdiction are referred at first instance to this body.

On March 10th, 2024, during the Indian Wells Masters 1000, Sinner tested positive for clostebol in an anti-doping control. A disciplinary proceeding was subsequently initiated and concluded on August 19th, 2024, with a decision by Sports Resolutions which stated that "the Player bears No Fault or Negligence", as the detected concentration of clostebol was deemed low and not attributable to any fault or negligence on the part of the athlete.

However, the decision was appealed by WADA to the Court of Arbitration for Sport (CAS) under Article 13.8 of the Tennis Anti-Doping Programme (TADP), arguing that the athlete acted negligently, being responsible for the actions of his entourage. According to WADA, athletes are required to take all necessary measures to prevent the introduction of prohibited substances into their bodies.

During the proceedings, the parties reached a settlement agreement, resulting in a three-month suspension for Sinner from February 9th to May 4th, 2025, with authorization to resume official training from April 13th.

A key element of the agreement was WADA's acknowledgment of the absence of any fraudulent intent: the intake of the substance was deemed unintentional and without performance-enhancing effects. The athlete's account was accepted, according to which the exposure to clostebol occurred unknowingly due to negligence by his entourage.

Following approval of the agreement by ITF and ITIA, WADA chose to withdraw the appeal to CAS, formally closing the case from a disciplinary perspective.

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The European Parliament defends the European sports model

On October 7th, 2025, the European Parliament adopted a resolution (2025/2035(INI)) strengthening the European Sports Model, based on sporting merit, solidarity, inclusivity, and integrity. The text, presented by the member of the European Parliament Bogdan Zdrojewski, focused on the compliance of sports organizations with EU law, particularly regarding rules on competition, transparency, and non-discrimination. The resolution emphasizes the need for a fair redistribution of resources between professional and amateur sport, recognizing sport as a public interest activity rather than a purely economic one. It also calls on the European Commission to provide clear guidelines on how EU law should be applied to sport.

UEFA welcomed the resolution, seeing it as a clear endorsement of European football based on merit, in opposition to separatist projects such as the Super League. European leagues and FIFPro (International Federation of Professional Footballers) also praised the resolution, which acknowledges players' rights as workers and highlights the urgency of reforming excessively congested calendars.

The resolution reaffirms and strengthens the principles of the European model which main features are pyramid structures, promotion and relegation, grassroots sport, and solidarity between clubs, promoting inclusion and mobility. Unlike North America, where leagues are closed and competitive balance is ensured through revenue redistribution and detailed collective agreements protecting athletes, the European model prioritizes social values, participation, and collective growth, balancing elite sport with the development of grassroots activities.

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The new FIFA Regulations on the ethical code for sports agents and disciplinary provisions

FIFA has issued the FIFA Disciplinary Code and the FIFA Ethical Recruitment Guide to safeguard the integrity of football and ensure uniform standards of fairness, transparency, and accountability. These regulations aim to prevent and sanction unlawful conduct, reinforcing ethical governance within the football system and protecting the most vulnerable stakeholders.

- The FIFA Ethical Recruitment Guide

FIFA has published the Ethical Recruitment Guide, an ethical guide for sports agents. Building on FIFA's 2023–2027 strategic objectives, the document aims to promote ethical practices in the typical activities of sports agents, particularly concerning minors. The guide includes practical tools such as a code of conduct, checklists, and guidelines, with the goal of protecting young footballers and enhancing transparency.

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- The new FIFA Disciplinary Code

FIFA has published the new Disciplinary Code, introducing substantial changes, particularly regarding the fight against racism. Among the main updates is the obligation for all affiliated Federations to implement an anti-discrimination protocol within their respective disciplinary regulations.

The Code also significantly increases financial penalties for racially offenses, raising the maximum fine to 5 million Swiss francs. Additionally, the amendments empower players and match officials to actively identify and report individuals responsible for discriminatory behavior. FIFA reserves the right to intervene or file appeals in cases where national Federations fail to take adequate disciplinary measures, thereby reinforcing a more centralized supervisory model.

Finally, the revisions provide a clearer legal framework for handling insolvency and bankruptcy procedures, aiming to ensure greater legal certainty and consistency regarding the financial sustainability of clubs.

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Multi-club ownership in football: FIFA and UEFA regulations, CAS case law and national rules

In recent years, multi-club ownerships (MCOs) have expanded significantly within the football industry. The phenomenon refers to situations in which the same individual or legal entity, directly or indirectly, controls or exercises influence over more than one football club. According to the May 2024 *Play the Game* report, approximately 134 investment groups currently hold controlling interests in 366 clubs worldwide, compared to just 40 in 2012.

This business model has spread due to a range of economic drivers that push clubs to reorganize and adapt to the evolving football ecosystem. For investors, MCO structures offer strategic advantages: they allow diversification of entrepreneurial risk; the creation of economies of scale through shared scouting, marketing, and administrative structures; increased commercial revenues through centralized partnerships, such as the ten-year Puma City Football Group deal worth over $86 million annually, and even to develop young talent more efficiently through so-called "*satellite*" clubs, as demonstrated by the Red Bull model.

However, this expansion raises serious concerns regarding the integrity of competitions. When multiple clubs linked to the same owner participate in the same competition, inevitable overlaps of interest may arise, potentially undermining competitive balance and fair play. A single controlling owner could be incentivized to influence managerial or sporting decisions to the advantage of one club over another. Indirect interference may also extend to technical and transfer-market policies, compromising the autonomy of clubs. A further area of risk concerns intra-group transfers and loans

which, if inadequately regulated, may distort player valuations, shift resources away from competing clubs, or disadvantage independent clubs. UEFA's 2023 Benchmarking Report highlighted distortions caused by such transfers, including anti-competitive effects and attempts to circumvent solidarity payments owed to smaller clubs.

The phenomenon is not new in the sporting landscape, particularly in football. As early as the 1990s, the English National Investment Company, which at the time held shareholdings in clubs such as Vicenza, Tottenham and the Glasgow Rangers, lodged a complaint with the European Commission challenging UEFA's rules on multi-club ownership. However, the recent and rapid expansion of the phenomenon has made it necessary to increasingly rely on regulatory interventions and judicial scrutiny.

At international level, Article 20.2 of the FIFA Statutes requires national associations to ensure that each affiliated club can make decisions independently and without external influence. FIFA therefore prohibits any person or entity from exercising, even indirectly, control over multiple clubs where that control may compromise the integrity of competitions. At the same time, FIFA leaves national federations free to adopt stricter rules.

The issue arose for the first time in the context of a FIFA competition during the inaugural FIFA Club World Cup under the new format. Article 10 of the tournament regulations sets detailed rules on multi-club control, prohibiting participating clubs from having ownership, management, or decisive influence links. The FIFA Disciplinary Committee has jurisdiction to determine eligibility. If two or more clubs fail to meet the requirements, only one may participate, and FIFA determines which club will be admitted and how to replace the excluded party.

In that context, on May 6th, 2025, Club León and Club de Fútbol Pachuca were excluded from the FIFA Club World Cup for violating Article 10.1, as the trust structure created to separate control was deemed insufficient to prevent influence between the two clubs.

It should be noted, however, that the MCO phenomenon had already been regulated at European level. UEFA has long addressed this issue, although it has progressively strengthened its regulatory framework by incorporating specific provisions into the regulations governing European club competitions. Article 5.01 of the UEFA Champions League Regulations prohibits any participating club from holding stakes in, being a member of, being involved in the management of, or exercising control or decisive influence over another club registered in the same competition. These restrictions apply not only to clubs but also to individuals, investment funds, and holding companies able to exert significant influence. UEFA adopts a broad, substantive concept of control, covering majority voting rights, appointment powers, shareholder agreements, or any mechanism capable of materially affecting club operations.

In light of this provision, if two or more clubs linked to the same controlling entity qualify for UEFA competitions, only one will be admitted. Article 5.02 of the UEFA Champions League Regulations provides a hierarchy of criteria to identify the eligible club, prioritizing entry into the highest competition, national ranking, and the UEFA coefficient of the relevant association. Excluded clubs may be reallocated to lower-tier competitions, subject to eligibility requirements and available slots.

The spread of MCO has led adjudicatory bodies to address the issue with increasing frequency, helping to clarify the meaning of concepts as "*control*", "*significant influence*" and "*decisive influence*," which underpin FIFA and UEFA rules. Case law has confirmed a substantive rather than formal approach, focusing on the actual influence exercised rather than ownership structures on paper.

On October 31st, 2025, CAS issued a landmark ruling in Crystal Palace v. Nottingham Forest, upholding the UEFA CFCB decision excluding Crystal Palace from the Europa League in favor of Nottingham Forest. CAS held that investor John Textor exercised decisive influence over both clubs, in breach of Article 5.01.

In the same period, the CFCB and subsequently CAS ruled in two similar cases involving Drogheda United and Silkeborg IF, and Győri ETO and DAC 1904. In both proceedings, CAS confirmed UEFA's reasoning, finding violations of Article 5.01 and excluding the clubs under common ownership. Silkeborg IF and Győri ETO were therefore readmitted to the 2025/26 Conference League.

A possible solution lies in the adoption of blind-trust mechanisms, which UEFA approved for the 2024/25 season in respect of Girona and Manchester City, owned by the City Football Group, and Manchester United and Nice, linked to INEOS. In those cases, club shares were temporarily transferred to independent trustees, management teams were replaced, and UBOs were strictly prohibited from exercising sporting or financial influence. These were exceptional measures designed to prevent forced divestment shortly before the new season.

Despite increasing efforts toward harmonization, including through jurisprudential developments, national regulatory frameworks remain fragmented. In Spain, a shareholder may not hold more than 5% of voting rights in two clubs competing in the same competition; in England, the Premier League considers any shareholding exceeding 10%, as well as the presence of common directors or executives across multiple clubs, to be relevant.

Italy adopts a particularly stringent regulatory approach. Since the 2021 reform, FIGC regulations prohibit any individual from holding shareholdings, exercising direct or indirect control, or hold managerial positions in more than one club across the top three divisions. Article 16-bis NOIF extends this ban to spouses and relatives up to the fourth degree to prevent circumvention through nominee ownership. Article 7 of the FIGC Statute further prohibits shared directors, officers, or unauthorized agreements between clubs, extending these rules to amateur football as well.

Focus

Dončić – Davis trade: why it wouldn't be possible in football

The NBA trade announced on February 2nd, 2025, involving Luka Dončić and Anthony Davis raised a question that, from a European, particularly football, perspective may seem paradoxical: how can two superstars of such stature be traded without their consent? And why could such a trade never happen within the European football system? The answer lies in the fundamental differences between the North American and European sports models. Two ecosystems shaped by fundamentally opposing regulatory, economic and legal logics.

In the US, competitive balance is the dominant value. Leagues are closed, the same franchises take part every season to the championship, and the system's sustainability relies on mechanisms such as the salary cap and revenue sharing, which redistribute income from more profitable franchises to smaller ones. The objective is to keep the league attractive as a whole by narrowing the gap between teams and centralizing regulatory control. Europe works the other way around: in principle, any club can aspire to win, producing an open system based on promotion and relegation. The absence of robust economic rebalancing mechanisms, combined with contractual freedom, creates a more competitive but also far more unequal environment, where central governance plays a limited role compared to North American leagues.

This difference has contractual consequences. In Europe, the relationship between player and club is based on a dual structure: the employment agreement and the registration with the national federation, which regulates eligibility to compete. A transfer therefore requires not only an agreement between clubs but the termination of the existing employment agreement and the signing of a new one. The player's consent is essential and cannot be bypassed, as it is protected by labor law and EU regulations. In Italy, for example, assignment of an employment agreement is permissible only if the worker has given prior consent or if it is authorized by the collective bargaining agreement, but in any case, the player must agree at the moment of transfer.

In the US, by contrast, the athletes' transfer market is governed almost entirely by the CBA, which functions as a primary source of regulation and defines in detail rights, obligations and the rules governing trades. Under the CBA, NBA players sign a standard Uniform Player Contract (UPC) incorporating collective provisions and leaving limited room for individual negotiation beyond salary and bonuses. By signing the UPC, players accept in advance the possibility of being traded from one franchise to another and waive the right to oppose the assignment of their contract. Players can be traded without their approval at the time of the transaction precisely because they have given their consent *ex ante*, rather than being subject to any unilateral imposition.

The Dončić–Davis trade highlights how far apart the two systems are in the US, centralized rulemaking, shared economic governance and the binding force of the CBA make trades a routine roster-management tool. In Europe, the athlete's autonomy, employment protections, the role of federations and the fragmented regulatory landscape across national and EU jurisdictions make such mechanisms technically impossible. This is not merely a cultural difference but the outcome of two opposing contractual and regulatory philosophies: an American model based on centralization and competitive balance, and a European model grounded in individual bargaining freedom and a plurality of legal sources.

The Field of Play Doctrine

In sport, technical decisions made during competitions play a central role in determining results but also raise delicate issues regarding oversight and review. The so-called Field of Play Doctrine, developed through extensive and consistent CAS case law, establishes that the assessment of on-field issues is the exclusive responsibility of the appointed officials. Arbitration bodies may intervene only in exceptional circumstances, such as when the regulations expressly allow it and when it is proven that the decision resulted from "*bias, malice, bad faith, arbitrariness or a legal error*" (CAS 2017/A/5373). This approach is confirmed by a long line of precedents which reiterate that CAS review cannot turn into a substantive reassessment of technical judgment but must be limited to verifying the presence of abuse or violations of general legal principles. CAS has also clarified that the doctrine applies not only to the evaluation of conduct during the game but also to procedural aspects immediately related to the management of the event, such as the proper filing of a protest against a decision, when provided for by the sports regulations (CAS 2008/A/1641).

From this perspective, CAS has repeatedly emphasized that a field decision can be reviewed only when it is arbitrary or violates the principles of good faith or general legal principles. This limitation is based on the idea that the federative bodies responsible for applying the regulations are, in principle, better positioned than an arbitral panel called to evaluate *ex post* an incident that occurred during the competition. This approach was highlighted, among others, in CAS 2015/A/4208, where the arbitral panel noted that terms such as "*arbitrariness*", "*bad faith*", "*malicious intent*" or "*breach of duty*" are used interchangeably to describe decision flaws far more serious than a simple technical error. In several cases linked to Olympics (CAS OG 02/007, CAS OG 96/006, and CAS OG 00/013), CAS also clarified that to overcome the presumption of non-reviewability, concrete evidence of preferential or discriminatory treatment against an athlete or team must be provided; because demonstrating only that the decision was incorrect or debatable is not sufficient.

The Field of Play Doctrine does not, however, apply to all decisions made in sport. Case law clearly distinguishes between what occurs within the technical perimeter of the game and matters concerning, instead, the interpretation of rules, the scope of regulations, or the correctness of disciplinary procedures initiated outside the competition. A significant example is CAS 2018/A/5916, where CAS ruled that the Field of Play Doctrine did not apply to decisions taken after the match concluded, noting that such measures do not directly affect the game and therefore do not justify limiting the athlete's right to full review.

Case law has also helped clarify the relationship between the doctrine and the review mechanisms provided by applicable regulations. In CAS 2021/A/8186, it was confirmed that a field decision can be reviewed only if the relevant regulations provide a specific review mechanism; otherwise, the decision remains final. This principle has already been affirmed in other rulings, in which CAS reiterated that there is no general right to review technical decisions once the event has concluded, unless the federation chooses otherwise in its regulations.

Further guidance comes from CAS 2017/A/5373, which identifies the minimum conditions for the Field of Play Doctrine to apply: the decision must have been made on the field by officials responsible for applying the rules and must produce effects limited to the immediate management of the event. However, when regulations provide for a mechanism of immediate post-competition review, the doctrine still operates, while allowing control within the limits established by the applicable sports framework.

There are also cases where CAS has explicitly excluded the application of the Field of Play Doctrine. In proceedings CAS OG 24-15 and 24-16, the panel held that checking compliance with the one-minute timeframe for filing a protest did not constitute a technical judgment but rather the verification of an organizational omission by the federation, which had not

implemented any mechanism to monitor rule application. In this context, review was deemed fully admissible, as the failure to implement the regulation constituted a legal error or procedural arbitrariness, not an incident falling within the non-reviewable scope of technical decisions.

In conclusion, the Field of Play Doctrine is a fundamental principle aimed at preserving the technical autonomy of match officials while ensuring effective judicial oversight against arbitrary or flawed decisions. Recent case law shows that the boundary between non-reviewable and reviewable decisions is not static; it depends on the nature of the ruling, the moment it is made, and the regulatory framework governing the event. It is therefore essential for federations to draft clear and predictable rules, allowing athletes to understand which decisions are beyond arbitral review, while simultaneously safeguarding their rights when competition outcomes depend not on technical judgment but on the consistent and correct application of the rules.

The FIFA Solidarity Mechanism and Training Compensation: issues and perspectives

Proper economic recognition of grassroots clubs' training activities is essential to ensure the balance and sustainability of the entire football system. Every talent is developed in an academy, grows thanks to the daily work of coaches and staff, and often makes the leap to professional football after years of effort. To reward clubs' investments in youth development, FIFA has introduced tools such as the Solidarity Mechanism and Training Compensation, designed to recognize and reward clubs that contributed to a player's development before reaching professional football.

Training Compensation provides a financial return to training clubs when a player signs their first professional contract or is transferred internationally before the age of 23. This system aims to return part of the value generated by clubs that invest in young players, promoting both sporting merit and economic sustainability. In practice, however, full implementation remains complex, especially for smaller clubs that often lack the administrative structures and resources necessary to manage the procedures correctly.

To improve transparency and traceability of payments, FIFA established the Clearing House, a platform designed to centralize and automate payments between clubs, also leveraging Electronic Player Passports (EPPs) that track a player's career. According to the FIFA Clearing House (FCH) Report, in 2024, $156.6 million were paid out against approximately $350 million owed.

Over time, international case law has helped clarify the application of Training Compensation, highlighting the importance of a clear calculation base and correct identification of beneficiary clubs. In the case between Crystal Palace and the US clubs North County United/Treasure Coast Tritons (CAS 2024/A/10394), CAS confirmed the legitimacy of the Training Compensation claim based on electronic player passports, clarifying that club name changes do not affect the right to compensation.

The distinction between professional and amateur players has introduced further interpretative complexities. FIFA considers a professional any player who has a written contract and receives compensation exceeding the costs incurred for participating in football, including benefits such as room and board, regardless of national classifications. This principle was reaffirmed in cases such as Torres (CAS 2024/A/10673), where all compensation, including room and board, was taken into account if provided for in a professional player contract, independently of national law. Similarly, the William DRC Case, involving a female player in Italy, confirmed that the national association's classification does not bind the determination of professional status for Training Compensation purposes, and even compensation below a "living wage", if exceeding the player's expenses, qualifies as professional.

Another important aspect concerns the possibility for a club to waive its right to Training Compensation or to sign a binding waiver in favor of the acquiring club. FIFA DRC case law (DRC n. 11193766-E) has repeatedly confirmed that waivers are permitted only if explicit and made by the club holding the right. CAS has clarified (referencing Swiss law) that the waiver must be clear, voluntary, and made by the rightful holder (CAS 2021/A/8392). With the introduction of the FCH, waivers must be uploaded by the acquiring club regarding the training clubs at the correct stage of the EPP process. Training clubs cannot transfer the right to third parties, as the entitlement is strictly linked to the period during which the player was registered with each club.

In conclusion, Training Compensation is essential for ensuring sporting fairness and economic sustainability in football, recognizing the work of training clubs and incentivizing youth development. However, the complexity of the rules, the rigidity of the FIFA Clearing House platform, and differences in national regulations require further harmonization to ensure that every club, even the smallest, can promptly receive proper recognition for their contribution to developing future stars.

The evolution of sporting constraint ("*vincolo sportivo*")

The sporting constraint (in Italian "*vincolo sportivo*") has long been a defining feature of the Italian sports system, regulating the relationship between athletes and clubs. This constraint requires an athlete to remain registered with a specific club, preventing them from signing with another club without the consent of their current club. While this restriction protects clubs from losing assets in which they have invested significant resources, it has been widely criticized for limiting athletes' personal freedom, subordinating their career choices to the interests of the clubs.

The abolition of the sporting constraint for professional athletes was established by Article 16 of Law No. 91/1981, which removed all limitations on their contractual freedom at the end of their employment agreement. Since then, professional athletes nearing the end of their agreements have been free to negotiate future agreements without restrictions imposed by clubs.

Legislative Decree No. 36/2021 initially envisaged the abolition of the sporting constraint for amateur athletes starting July 1st, 2024. However, with the entry into force of Law Decree No. 89/2024, the deadline was extended by one year, setting the new effective date on July 1st, 2025.

To balance the removal of the constraint at the amateur level, new financial mechanisms have been introduced to protect amateur and youth clubs, whose developmental role is essential for athlete growth. In particular, FIGC regulations now provide so-called "training rewards" to compensate clubs for their contribution to athlete development, ensuring financial recognition proportional to the effort invested. These include: the registration bonus (Article 96 NOIF), the technical training bonus (Article 99 NOIF), the career bonus (Article 99-bis NOIF), and the preparation allowance (Article 99-quater NOIF).

At the international level, FIFA provides similar mechanisms to protect clubs investing in the development of young players, such as Training Compensation and the Solidarity Mechanism.

Focus tax

Italian inbound workers tax regime

The new tax regime for inbound workers (in Italian "*Regime Impatriati*"), introduced by Legislative Decree No. 209 of December 27th, 2023 (effective from December 29th, 2023), is significantly more restrictive than the previous framework outlined in Article 16 of Legislative Decree No. 147/2015. Although the rules also apply to athletes, both professional and amateur, the practical accessibility of the benefits is limited.

Key changes in the new framework include:

- Reduction of the tax exemption to 50% of income (previously 70%);
- Exclusion of business income;
- Introduction of a maximum eligible income of € 600,000 per year;
- Requirement of at least three years abroad and a minimum of four years residency in Italy;
- Obligation to hold high-level or specialized professional qualifications;
- No specific provisions for professional athletes.

As a result, three separate regimes now coexist:

(i) Transfers up to April 29th, 2019;
(ii) Transfers from April 30th, 2019, to 2023;
(iii) Transfers from 2024, with the exception of those who transferred their official residence by December 31st, 2023, who remain under the transitional regime of Article 16 of Legislative Decree No. 147/2015.

According to Revenue Agency Circular No. 33/2020, tax relief must be applied consistently throughout the entire benefit period.

Athletes may qualify under the new regime if they fall within the ISTAT CP 2021 Level 3 classification. However, the additional requirements make the benefit particularly difficult to access for this category. In particular, the obligation to hold a higher education degree (at least three years) excludes many athletes who do not meet this criterion. Similarly, the requirement of a minimum four-year residency in Italy represents a significant limitation.

The benefit applies to 50% of income, increasing to 60% in the presence of minor children or in the event of births/adoptions during the benefit period, always within the annual cap of € 600,000.

Given the complexity of the regulatory framework and the stringency of the requirements, sports clubs must carefully assess each case individually, verifying:

- The documentation and personal qualifications of the employees;
- The correct application of tax rates as withholding agents;
- Any potential exceeding of the income limits or the "*de minimis*" threshold for self-employed workers.

Withholding taxes and sports agency companies in Italy: Issues of non-applicability

Legislative Decree No. 37 of February 28th, 2021, although still awaiting the implementing and supplementary regulations that were supposed to be issued within nine months of its entry into force, established a series of rules governing the representation of athletes and sports clubs, as well as the access to and practice of the sports agent profession.

Article 3 of the Decree defines the sports agent as someone who provides "professional services of assistance, consultancy, and mediation" providing such professional assistance, consultancy, and mediation services, for the purposes specified in Article 3, implies that the sports agent, in carrying out their activity, relies on specific professional expertise related to the specialized field of sports law, which makes the personal contribution of the agent relevant in delivering professional assistance to the client. Furthermore, regarding the rules regulating access to the profession, candidates must pass a licensing exam, divided into multiple tests, aimed at registering the agent in the National Sports Agents Register. This constitutes a true qualification for the exercise of the profession of sports agent, which is permanent, personal, and non-transferable.

In light of the above, and in line with the position expressed by the Italian Tax Authorities in Resolution 69/E/2022, the activity of a sports agent constitutes the exercise of a freelance profession. In the absence of a provision explicitly defining the nature of income earned by sports agents, such income should be classified as self-employment income under Article 53 of the TUIR (Italian Income Tax Code) and, if paid by a withholding agent, subject to the withholding tax provided for under Article 25 of Presidential Decree No. 600/1973. However, in the specific case provided for under Article 9 of the Decree, where the activity of a sports agent is carried out in a corporate form, the income generated will constitute business income if the chosen corporate model is of a commercial type. In this context, and in light of the considerations expressed in Resolution 69/E/2022, no withholding tax should be applied to fees paid to sports agency companies, not even the withholding tax provided for under Article 25-bis of Presidential Decree No. 600/1973, which applies to commissions paid to individuals carrying out agency, brokerage, commercial representation and business procurement activities.

The Italian Tax Authority considers the nature of the activity carried out by the agent to be that of a freelancer rather than, for example, that of a broker. Therefore, performing the agent's activity in a corporate form does not "transform" its nature into that of mediation, commercial representation, or business procurement, and it is consequently unnecessary to apply the withholding tax under Article 25-bis of Presidential Decree No. 600/1973 when paying fees to sports agency companies.

Focus on European Union law

The Court of Justice of the European Union (CJEU) has increasingly ruled on issues of significance in the sports world, establishing fundamental principles regarding the relationship between sports law and European law. It is important to note that in proceedings before the CJEU, the procedural language is French, in which the judges deliberate, while the final judgment is subsequently translated into the twenty-four official languages of the Member States.

In technical areas such as sports law, the legal concepts used by the Court are not always directly or unambiguously translatable into the various official languages. A literal translation can therefore diminish or alter the scope of terms and principles that, in the original context, carry a more specific meaning. For this reason, it is advisable to adopt an "extended literal" interpretation that does not rely solely on the version in one's own language but also takes into account, when necessary, how the same term is rendered across different linguistic versions. This approach helps preserve the full sense of the legal concept and accurately capture its overall scope.

The Diarra ruling and the future of the FIFA Transfer System: Between EU law and contractual stability

FIFA's rules on early termination of sporting employment agreements have undergone profound evolution in recent years, shaped by case law starting with the Webster (CAS 2007/A/1298), Mutu (CAS 2008/A/1644), and Matuzalem (CAS 2008/A/1519) cases, culminating in the landmark Diarra decision. This development has redefined the criteria for calculating compensation, the role of sporting sanctions, and the protection of players' freedom of movement, with direct implications for club strategies and the stability of the system.

The Webster case marked the first attempt by CAS to establish a compensation framework based on the residual value of the agreement and the principle of positive interest, aimed at restoring the economic position the club would have had absent the breach. CAS recognized the player's right to unilaterally terminate the agreement outside the protected period, but limited compensation to demonstrable damages. Shortly thereafter, the Mutu case confirmed this approach, clarifying that if concrete damages with a direct causal link were proven, the player could be liable for substantial reimbursements. Both cases referred to Article 337c of the Swiss Code of Obligations, long used as a default provision in FIFA disputes concerning damage calculation. Meanwhile, the Matuzalem case curtailed the use of sporting sanctions as contractual leverage.

The Diarra ruling of October 4th, 2024, represents a turning point in the relationship between the FIFA transfer system and European Union law. The dispute arose between Lassana Diarra and Lokomotiv Moscow, which had sought substantial compensation after the termination, alleging it was without just cause. FIFA and CAS initially upheld the club's claim, but Diarra appealed to the Belgian courts, arguing that certain RSTP provisions infringed on his freedom. The Court of Justice of the EU examined FIFA's compensation calculation criteria, the automatic joint liability of the new club, and sporting sanctions applied in the context of a provisional International Transfer Certificate (ITC) release, finding these mechanisms disproportionate relative to the goal of contractual stability and potentially harmful to the free movement of workers and competition in the transfer market.

Following the CJEU decision, FIFA adopted a transitional regulatory framework significantly amending the rules on contract termination. Automatic joint liability of the new club no longer applies, requiring proof of inducement to breach; sporting sanctions are now conditional on such proof; the ITC must be issued within 72 hours to prevent administrative delays; and the burden of proof rests entirely on the party claiming damages. Compensation is now more rigorously grounded in positive interest, i.e., the amount needed to place the injured party in the position they would have occupied had the contract been properly executed. The new rules also strengthen the role of national law in assessing just cause and introduce stricter evidentiary standards, where non-cooperation may result in adverse presumptions.

Post-Diarra case law, such as the Ezequiel Suárez case (CAS 2018/A/5607-5608), reflects a departure from traditional criteria like unamortized commissions or future wages, which the EU Court deemed vague and unpredictable. Residual contract value remains a reference point but is no longer a ceiling or dominant criterion. National regulations, for example

in the Netherlands, allow compensation above residual value, increasing the heterogeneity of application and highlighting the importance of uniform case law.

Despite Diarra's potentially destabilizing impact, the transfer market has not experienced significant disruption: economic volumes continue to grow, including in the Netherlands, and unilateral terminations have not surged. However, clubs now face greater evidentiary challenges in proving damage or third-party liability and increasingly rely on penalty clauses and liquidated damages to mitigate risk. Players formally enjoy greater freedom as presumptions affecting new clubs are removed, yet they remain exposed to financial risk and uncertainty in compensation quantification.

The unresolved core issue remains the method of calculating compensation: FIFA favors positive interest; unions advocate residual contract value as the sole criterion; and some scholars propose standardized models based on objective indicators.

Overall, the Diarra decision appears to have eliminated the most problematic presumptions, strengthened evidentiary standards, and introduced more robust procedural safeguards, without dismantling the transfer system's structure. FIFA plans to publish a revised RSTP by 2026, aiming to harmonize the international framework with national regulations and EU law.

The transfers' system reform: toward greater sustainability in European football

On November 26th, 2025, UEFA, European Football Clubs (EFC), European Leagues, and FIFPRO Europe approved a joint resolution on the operation of the professional football transfer system. The decision also takes into account the implications of the CJEU ruling in the Diarra case and the subsequent provisional amendments to FIFA regulations. The resolution, submitted to FIFA, contributes to the broader process of reforming football governance and is part of the work of the EU Sectoral Social Dialogue Committee for Professional Football, which aims to promote innovations in transfers and employment relations across Europe. Key points of the resolution include the management of Article 17 of the FIFA RSTP and the recognition of penalty clauses for calculating compensation in the event of transfers, provided they are not abusive. The importance of the "protected period" is also reaffirmed to ensure stability, preserve the integrity of competitions, and provide certainty in regulatory rules. The document highlights the need to strengthen the role of the FIFA DRC and National Dispute Resolution Chambers (NDRC) while maintaining the ITC as an administrative requirement that does not unduly burden clubs. The goal is to establish a transfer system that is fair, transparent, and compliant with EU law, capable of promoting clubs' financial sustainability, better protecting players, and safeguarding the integrity and competitiveness of European football.

On December 2nd, 2025, FIFA welcomed the European resolution, considering its principles consistent with proposals discussed globally in recent months. According to FIFA, the contribution of European stakeholders represents an important step in the international consultation process and in shaping a more balanced and transparent transfer system. The new provisions are expected to be approved by the FIFA Council in the coming months, marking a significant step toward a structural reform of the professional transfer market.

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The Seraing case: The CAS and the protection of EU rights

The case involving the Belgian club RFC Seraing represents a turning point in the relationship between international sports arbitration and European Union law. The dispute arose from the club's appeal against sanctions imposed by FIFA for violations of the TPO (Third Party Ownership) rules, which were subsequently upheld by both CAS and Swiss Federal Tribunal. Belgian courts, seized of the matter, initially considered themselves unable to review the arbitral award already confirmed by Swiss authorities, raising concerns about the ability of clubs and players to obtain effective judicial oversight of CAS decisions, particularly when arbitration is imposed by international sports organizations such as FIFA.

As early as January 16th, 2025, Advocate General Ćapeta concluded that CAS awards could not be considered untouchable when EU law rights are at stake. According to Ćapeta, CAS does not fall within the notion of "jurisdiction" under the TFEU and cannot exclude disputes from the scrutiny of national courts. Drawing on precedents such as the ISU case and the New York Convention, the Advocate General distinguished between mandatory and voluntary arbitration, emphasizing that arbitration imposed by sports federations cannot prevent national courts from verifying the compatibility of applied rules with the fundamental freedoms guaranteed by EU law. She further differentiated between mandatory disputes, concerning the validity of sports regulations, and horizontal disputes between clubs and athletes, limiting the impact of her opinion to the former.

The CJEU followed these conclusions, stating that national courts cannot be bound by the *res judicata* effect of CAS awards confirmed by tribunals of third countries when this prevents the verification of compliance with fundamental principles of EU law. The Court established that clubs and players must be able to benefit from effective judicial review of CAS awards, including through interim measures and preliminary references. While arbitration imposed by FIFA or UEFA remains central, ensuring speed, expertise, and consistency in decisions, the CJEU clarified that this framework cannot prevail when EU-protected rights are at stake. Consequently, CAS awards can no longer be automatically considered immutable or immune from review, nor can they carry absolute *res iudicata* effect.

This ruling may open unprecedented scenarios for the international sports justice system. The Seraing decision confirms the central role of national jurisdictions as ultimate guarantors of fundamental EU rights and pushes the sports world to envision solutions more aligned with EU law. Potential measures could include establishing a CAS branch within the European Union, creating a specialized CJEU section for sports law, or selecting EU law experts as arbitrators for CAS panels dealing with community law issues, ensuring judicial oversight at the arbitration stage itself.

Following the decision, questions have arisen about whether sports arbitration can continue to be considered a self-contained universe. The future of sports justice will depend on the ability of sports institutions to reconcile autonomy and harmonize with EU law, recognizing that the protection of fundamental rights is not an obstacle but a necessary condition for strengthening the credibility and legitimacy of the entire system.

Rogon, RRC Sports, and CD Tondela: The boundary between sport and EU law

Other particularly significant cases before the CJEU include C-209/23 (RRC Sports), C-428/23 (ROGON and others), and C-133/24 (CD Tondela and others). Although these proceedings touch on competition law, the internal market, and data protection, they primarily focus on balancing the economic freedom of sports agents with general interests such as fairness, integrity of competitions, and athlete health protection.

Advocate General Nicholas Emiliou provided opinions on this trio of cases, emphasizing that the self-governing power of sports bodies is limited when their rules have significant effects on areas regulated by EU law, challenging the so-called "sporting exception" insofar as sport self-regulates outside the field. It should be noted that this is a non-binding opinion, which guides the Court but does not constitute a final decision.

In the RRC case, in particular, there is no direct "outcome case": the decision does not provide a definitive solution, leaving it to the national judge to clarify the legal and factual aspects to understand the mechanisms of the national football associations (FFAR) and their economic impacts. Rules on agent compensation, although transparent, do not set an absolute maximum cap and function as a dynamic ceiling, not restrictive when pursuing legitimate public-interest objectives, such as preventing conflicts of interest or abusive practices. Applying the Meca Medina case law requires that the rules be necessary, proportionate, and aimed at legitimate objectives, verifiable through concrete evidence.

In the Rogon case, the opinion highlights that the mandate of private associations must be limited to the activities of the represented businesses, even if regulations impact activities connected to the football ecosystem, where clubs, federations, athletes, agents, and sponsors interact to ensure sustainability and attractiveness. The activities of agents influence fairness and athlete performance, making regulation legitimate if necessary and proportionate, while the effective participation of third parties increases the legitimacy of the rules.

The CD Tondela case concerns "no-poach" agreements, generally restrictive, but justifiable in exceptional circumstances such as the pandemic, when the goal was to ensure fairness and competition integrity. Here too, the opinion applies the Meca Medina test, evaluating necessity, consistency, rule suitability, less restrictive alternative measures, and the limited duration and scope of the agreement.

Overall, Emiliou's opinion on the RRC, Rogon, and CD Tondela cases underscores the importance of balancing sports agents' economic freedom with general sporting interests, leaving it to national courts to assess, case by case, the necessity, proportionality, and legitimacy of rules adopted by sports associations, in compliance with EU law, particularly Articles 101 and 102 TFEU and the principles of Meca Medina case law. While non-binding, the Advocate General's opinion opens an unprecedented debate on the autonomy of the sports legal system and the potential implications for international sports justice, whose evolution in the coming months deserves close attention from all sector stakeholders.

Sporting autonomy under review: Advocate General opens the possibility of revision of sporting sanctions

On December 18th, the Advocate General of the CJEU presented their conclusions on the delicate issue of the relationship between sports law and European Union law, focusing in particular on the limits of federations' disciplinary autonomy and the effectiveness of judicial protection for sanctioned members.

The case originated from a preliminary ruling request submitted by the Administrative Regional Court (TAR) of Lazio within proceedings challenging a decision of the CONI High Court of Sport (in Italian "*Collegio di Garanzia dello Sport del CONI*") by two Juventus executives. Specifically, the executives were handed two-year bans by the FIGC Federal Court of Appeal for their involvement in a system of fictitious capital gains aimed at manipulating the club's financial statements. In their appeal before the TAR against these sanctions, which were subsequently extended globally by FIFA, the executives raised concerns about the conformity of the Italian system with European Union law.

The TAR noted that Italian law does not allow it to annul or suspend sports disciplinary sanctions, but only to award compensation if the sanctions are disproportionate. Consequently, TAR requested the CJEU whether such a framework respects the right of members to effective judicial protection, and whether the federations' ability to impose such severe sanctions affects workers' freedom of movement.

In his conclusions, the Advocate General acknowledged that the sports system operates as a de facto monopoly of the federations, and that, precisely for this reason, disciplinary sanctions, which impact professional activity, must comply with European principles. However, the exercise of such power does not automatically constitute a violation of the fundamental principles of the European Union.

The key issue remains the effectiveness of judicial protection: according to the Advocate General, protection for sanctioned individuals is only complete if the national court can annul sanctions and adopt interim measures, rather than merely awarding compensation. Sports autonomy cannot therefore exempt disciplinary decisions from state control.

Once again, the CJEU could issue a ruling with significant implications for the sports justice system. Should the Court confirm this approach, the Italian sports justice system may require a profound reorganization to ensure that sanctioned individuals have effective access to ordinary jurisdiction.

Case law

National case law

TAR upholds FIGC's appeal against antitrust sanction for abuse of dominant position

The TAR of Lazio annulled the sanction of over € 4,000,000 imposed by the Italian Competition Authority (AGCM) on the FIGC, recognizing that FIGC did not abuse a dominant position in the organization of youth tournaments. The Court upheld FIGC's legal interpretation, particularly regarding the definition of competitive activity and the minimum age of 12 for participation in youth football, noting that this threshold was established in accordance with the Ministry of Health, the CONI, and the Italian Sports Medicine Federation, excluding any intent by FIGC to restrict the activities of Sports Promotion Bodies (EPS). Furthermore, the TAR rejected the allegation that the Federation used sanctioning tools to discourage EPS activities, highlighting that the Code of Sports Justice ensures full independence, autonomy, and impartiality of the competent bodies.

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Federal Tribunal of FISE – Decision No. 16/24 – The appointment of commissioners by sports federations

The Federal Tribunal of the Italian Equestrian Sports Federation (FISE) issued a ruling concerning the appointment of a commissioner for a Regional Committee by the Federation. Specifically, the Tribunal rejected an appeal filed by the President of the FISE Veneto Regional Committee, who sought the annulment of the dissolution resolution and the commissioner's appointment, which had been imposed due to serious administrative and managerial irregularities.

The Tribunal emphasized, in line with the case law of the CONI High Court for Sport, the autonomy of the sports legal system and, consequently, the independence of disciplinary proceedings from criminal proceedings. It affirmed the exclusive competence of the Federal Tribunal, at first instance, over appeals against the appointment of commissioners for Regional Committees, excluding any residual jurisdiction of the CONI High Court for Sport under Article 54 of the CONI Sports Justice Code. Indeed, commissioner appointments concern compliance with federative regulatory, organizational, and statutory norms, and thus fall within the autonomous sphere of the sports system, with no direct or indirect effect on the state legal order.

On the merits, the decision held that the Federal Council, when issuing a commissioner appointment, exercises a so-called "technical discretion," which can be reviewed only in cases of manifest unreasonableness or misrepresentation of facts. Furthermore, the "multi-reasoned" nature of the commissioner's act, containing several independent and autonomous grounds, means that the legitimacy of even one justification is sufficient to uphold the measure before sports justice bodies, consistent with established administrative case law.

Italian FIGC Sports Court of Appeal – Decision No. 0179/CSA/2024-2025 – The relevance of evidence in discrimination cases

With its decision of March 24th, 2025, the FIGC Sports Court of Appeal partially upheld the appeal filed by Cremonese, reducing the suspension of player Franco Damián Vázquez from 10 to 8 matchdays. The incident occurred during the Bari-Cremonese match on February 15th, 2025, when Vázquez was accused of directing a racial offense at Emile Mehdi Dorval. The Court partially accepted the player's defense arguments, which challenged the reliability of the evidence, noting that the only accusatory element was the testimony of the offended party.

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CONI High Court for Sport – Decision No. 67/2025 – The non-extendable nature of the deadline of appeals

The CONI High Court for Sport declared inadmissible an appeal filed by a registered coach of the Italian Basketball Federation (FIP), who had challenged the confirmation of his expulsion by the Federal Court of Appeal. The Court reaffirmed the non-extendable nature of the appeal deadline established by Article 59 of the Sports Justice Code, emphasizing that any formal irregularities in the publication of the decision do not justify exceeding the time limits, especially when direct notification is provided to the appellant.

The Court further clarified that the deadline for the summoned party to enter proceedings (Article 60, section 1) is non-mandatory, so its violation does not lead to inadmissibility, whereas the deadlines under Article 59, section 5, and Article 60, section 4, are peremptory and final; failure to comply results in the inadmissibility of incidental appeals or the exclusion of late submissions and requests.

This case confirms the strict approach of sports justice regarding procedural deadlines and that direct email communication to the registered party is sufficient to start the appeal period, even without publication on the federation's website.

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National Federal Tribunal – Disciplinary Section – Decision No. 54/2025 – The objective liability of a club for the conduct of a registered player despite pre-referral plea bargaining

The Federal Prosecutor referred the club A.S.D. Sant'Aniello Gragnano to the National Federal Tribunal for strict liability arising from the conduct of its coach. In March 2025, the coach sent a message to the referee containing disrespectful language, violating Article 4, section 1, of the Sports Justice Code and Article 37 of the Technical Sector Regulations.

Although the coach admitted to the facts and reached a pre-referral plea agreement, this did not exempt the club from objective liability. In Decision No. 54 of September 19th, 2025, the Disciplinary Section of the National Federal Tribunal clarified that the plea agreement is a relevant factor in assessing the club's disciplinary responsibility for the actions of its registered personnel. The Tribunal consequently ordered A.S.D. Sant'Aniello Gragnano to pay a fine of € 300.

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National Federal Tribunal – Disciplinary Section – Decision No. 71/2025 – The safeguarding principle

The National Federal Tribunal imposed a five-year ban on a coach of a football school in Campania for serious and inappropriate conduct toward an 11-year-old player.

This case sets an important precedent for the practical application of "safeguarding", meaning the set of measures aimed at preventing abuse, harassment, and risky situations affecting minors and vulnerable individuals in the sports context. The decision also reinforces the obligation of clubs and coaches to ensure safe, educational, and abuse-free sporting environments, in line with FIFA, UEFA, and FIGC guidelines on the protection of minors

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The FIGC Federal Court of Appeal – United Sections – Decision No. 49/2025 – The nature of sports disciplinary proceedings

The FIGC Federal Court of Appeal, in Decision No. 49/2025-2026, addressed the application of Article 112 of the Italian Code of Civil Procedure in sports disciplinary proceedings. The case involved a coach sanctioned with a one-month suspension for offensive remarks directed at his team manager. The Federal Prosecutor had appealed the Federal Tribunal's decision, arguing that part of the charges had not been considered and claiming a violation of the principle of correspondence between what was alleged and what was decided.

The Court clarified that sports disciplinary proceedings have a punitive and objective purpose, comparable to criminal proceedings, and differ from sports cases initiated by athletes through appeals, which are more similar to civil or administrative proceedings. Consequently, in the absence of specific regulations, it is appropriate to refer to criminal procedure principles. The Court concluded that the Federal Tribunal was not required to examine each individual offense separately; instead, it was permissible to evaluate the conduct as a whole, taking all elements collectively into account.

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European case law

Court of Justice of the European Union – Case C-365/23 – Abusive clauses in contracts between professionals and consumers in the sports sector

The CJEU has addressed the issue of whether a national court can declare a contractual clause abusive in agreements between professionals and consumers.

The case involved a contract signed in 2009 between a young Latvian basketball player (then a minor) and a company providing sports development services. The 15-year contract obliged the athlete, once professional, to pay 10% of his net income, including salary, sponsorships, and image rights, related to his sporting activity to the company, provided his monthly earnings exceeded € 1,500.

The Court ruled that Directive 93/13/EEC on unfair terms in consumer contracts applies directly to such agreements. According to the directive, clauses regarding the subject matter of the contract or the balance between price and performance can be reviewed by a judge only if they are not drafted in a clear and understandable way, unless national law provides greater consumer protection. The directive also imposes a transparency requirement: the consumer must receive all information necessary to assess the true financial commitment arising from the contract. In this context, the athlete's status as a minor at the time of signing is a relevant factor in evaluating the clause's validity.

In conclusion, the CJEU determined that a clause requiring a consumer to pay a percentage of their income for 15 years is not automatically abusive; its fairness must instead be assessed in light of the specific circumstances, applicable national laws, and market practices.

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European Court of Human Rights – M.C. Semenya v. Swiss Confederation – Judicial review of arbitral decisions and protection of fundamental rights

On July 10th, 2025, the European Court of Human Rights (ECHR) Grand Chamber published the reasoning behind its judgment finding that Switzerland violated the rights of South African athlete Caster Semenya to a fair trial, non-discrimination, and private life.

The case concerned the legality of World Athletics regulations requiring female athletes with differences of sexual development (DSD) to reduce their naturally occurring testosterone levels in order to compete in certain women's events. Semenya had challenged this rule before the CAS, which rejected her claim, a decision later upheld by the Swiss Federal Tribunal.

The ECHR emphasized that CAS operates within an asymmetrical system in which sports federations exercise a quasi-public regulatory power, imposing contractual conditions and arbitration clauses on athletes. In this context, the Court found that the arbitration system did not provide sufficient procedural safeguards, and the national courts failed to exercise adequate review of the protection of fundamental rights. In particular, the courts did not conduct a rigorous assessment of the proportionality of the challenged regulation or its impact on the athlete's privacy.

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Court of Justice of the European Union – Decision No. C-474/24 – Restrictions on the publication of athletes' personal data

In Case C-474/24, Advocate General Dean Spielmann raised concerns regarding the compatibility of Austrian legislation, which mandates the online publication of personal data of professional athletes sanctioned for anti-doping rule violations, with the EU General Data Protection Regulation (GDPR, Regulation 2016/679).

According to the Advocate General, the automatic, public, and unlimited disclosure of athletes' names, sport, sanction duration, and reasons may constitute an unjustified interference with personal data rights, potentially violating the principle of proportionality. While the law aims to deter doping and inform third parties (such as sponsors or potential employers), the AG argued that less intrusive measures, such as sharing information only with relevant sporting authorities or using pseudonyms, could achieve the same goals more proportionately.

In conclusion, the Advocate General emphasized that online publication of this type is only permissible if strictly proportionate to the legitimate objectives pursued. This opinion highlights the need to balance transparency in anti-doping enforcement with the fundamental right to data protection under EU law.

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International case law

CAS – Decision No. 2023/O/9725 – Sports agent activity and the voidness of clauses non-compliant with sport regulations

CAS examined the validity of a clause included in an Italian non-exclusive sports agency contract, which sought to guarantee the agent a percentage of the player's income regardless of whether any actual activity was performed. The Court emphasized that such a clause can only be meaningful if the representation agreement is granted exclusively. In a non-exclusive representation agreement, the player may rely on the services of multiple agents simultaneously, some agents, or none at all. Consequently, the inactivity of one agent can be justified by the work performed by another agent or agents appointed under the same representation agreement. CAS clarified that the agent cannot claim remuneration without performing any services. Allowing compensation in such a scenario would nullify the practical purpose of the

sports agency agreement, enabling an agent to receive payment without providing or offering any activity, while another agent actually performs the services for the player. As a result, the clause undermines the essential purpose (In Italian "*causa*") of the representation agreement, rendering it null and void under Articles 1325 and 1418, section 2 of the Italian Civil Code. This decision reinforces the principle that compensation in sports agency agreement must be linked to actual performance of services, especially in non-exclusive agreements.

CAS – Decision No. 2023/A/9960 Sporting Clube de Portugal v. FC Internazionale Milano S.p.A. – The interpretation of clauses limiting the future transfer of a player in transfer contracts

In its award dated April 25th, 2025, CAS dismissed Sporting CP's appeal against Inter, upholding the decision of the FIFA Players' Status Chamber (PSC), which had ruled that the Italian club was not required to pay € 30,000,000 to the Portuguese club regarding the transfer of player João Mário to Benfica in 2021.

The dispute concerned the interpretation of two clauses in the 2016 transfer agreement: one granting Sporting a right of first refusal in the event of a written offer from Portuguese clubs, and the other providing for a € 30,000,000 payment to Sporting if the player was transferred, without exercising the right of first refusal, to another club affiliated with the Portuguese Football Federation. Sporting argued that the consensual termination of the contract between Inter and the player, followed the next day by the signing with Benfica, constituted an economically equivalent transfer designed to circumvent the activation of the penalty. However, CAS held that the two clauses were interlinked, and therefore, in the absence of a written offer from Benfica, the right of first refusal was not triggered, and consequently, the condition for payment of the agreed sum was not fulfilled.

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CAS – Decision No. 2024/A/10673 Torres S.r.l. v. FIFA & Club Atlético Independiente & Asociación Atlética Argentinos Juniors – The recognition of a football player's professional status under the FIFA RSTP regardless of the classifications of national federations

On May 28th, 2025, CAS upheld Torres' appeal against FIFA's decision concerning the player Alexis Patricio Goglino's EPP and the corresponding Allocation Statement. The Club challenged the obligation to pay € 107,561.64 as Training Compensation to the clubs that had trained the player for his first professional contract.

Torres argued that, for the purpose of calculating FIFA Training Compensation, the national definition of "professional" should not apply; rather, the definition in Article 2 of the FIFA RSTP should be used, which considers a player professional if they have a written contract with a club and receive remuneration exceeding the expenses incurred for playing. Torres provided evidence that before joining it, the player had already signed contracts with Italian Serie D clubs, receiving compensation above his expenses, including room and board, meaning he had already concluded his first professional sports contract.

CAS accepted these prior agreements as admissible evidence of the player's professional status before joining Torres, emphasizing the principle that, in the interest of justice, evidence that could have been submitted earlier should be considered, even if its omission was due to a party's negligence.

CAS stressed that the player's status should be determined according to Article 2 of the FIFA RSTP and that no other definition should be applied. Therefore, if a player has a written contract with a club and is paid more than the expenses of performing their activity, he must be considered a professional, and no other provision should affect this determination.

However, the Tribunal did not issue a final ruling on the player's professional status, as the other clubs with which the player had prior agreements were not parties to the proceeding. Consequently, CAS annulled the EPP and the Allocation Statement, referring the matter back to FIFA's General Secretariat for the issuance of a new EPP and Allocation Statement.

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CAS – Decision No. 2024/A/10882 Italian Paralympic Committee & Giacomo Perini v. World Rowing & Erik Horrie – The application and interpretation of federation rules and the Field of Play doctrine

CAS upheld the appeal filed by the Italian Paralympic Committee and Giacomo Perini, annulling the disqualification imposed by the International Rowing Federation (World Rowing (WR)) following the PR1 M1x final at the 2024 Paris Paralympic Games, and reinstating the athlete's third-place finish.

Perini had been disqualified for having a mobile phone on board his boat, even though later expert analysis confirmed that the device was never turned on or used; World Rowing argued that simply possessing the phone was a breach of their regulations.

CAS ruled that the WR rules prohibit only the use or communication via electronic devices, not mere possession, and found that Perini gained no competitive advantage. The Panel also emphasized the need for sports rules to be clearly formulated, avoiding interpretative ambiguities like those applied by WR, which prohibited mobile phones but allowed athletes to wear devices such as smartwatches.

Furthermore, CAS determined that the World Rowing decision did not fall within the so-called "field of play", the technical sporting judgments not subject to review, but instead concerned an internal disciplinary procedure, meaning the athlete's disqualification could be reexamined.

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CAS – Russian Ski Association, Russian Paralympic Committee & various athletes v. International Ski and Snowboard Federation (FIS) and Belarusian Ski Union Milano-Cortina & various athletes v. International Ski and Snowboard Federation (FIS) 2026 – The participation of Russian and Belarusian athletes as Neutral Individual Athletes

On December 2nd, 2025, CAS partially upheld two appeals against the International Ski and Snowboard Federation (FIS) concerning the participation of Russian and Belarusian athletes under the status of Individual Neutral Athlete ("INA") at the 2026 Winter Olympic Games in Milan-Cortina. The decision follows the October 21st, 2025, resolution by the FIS Council, which announced that it would not allow Russian and Belarusian athletes to compete as INAs in FIS qualification events. The appellants argued that this decision violated FIS statutes and the principles of political neutrality and non-discrimination, as it excluded athletes based on nationality.

Both CAS panels handling the respective cases ruled that Russian and Belarusian athletes meeting the INA eligibility criteria must be allowed to participate in FIS qualification events. Furthermore, CAS accepted the Russian athletes' request to allow Paralympic athletes to compete in FIS events under the same conditions as athletes from other nationalities, given the absence of a defined INA framework from the International Paralympic Committee.

The ruling thus opens the possibility for Russian and Belarusian athletes to participate in the Milan-Cortina 2026 qualification events as INAs. Their actual participation, however, will depend on passing the qualifications and complying with conditions set by the FIS and the IOC. These conditions include having no links to Russian or Belarusian armed forces or security agencies, refraining from expressing support for the conflict in Ukraine, being prohibited from team competitions, and wearing neutral uniforms. The use of national flags or anthems is also prohibited, and any results achieved by these athletes will not be counted in the national medal tally.

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LCA Sport in the Sport Legal 500 Country Comparative Guide and in the Legal 500 Legal Landscapes

The LCA Sports Team contributed to the new Legal 500 guide in the section on the Italian sports system, providing an updated overview of the main sports laws and regulations and the applicable procedures in Italy, with a focus on governance, sports justice, and relations with the national courts.

Additionally, LCA also participated in the Legal 500 Legal Landscapes, a document outlining the main features of the Italian sports system in a comparative context, offering a concise yet comprehensive overview of the regulatory and organizational structure of the sector.

- Legal 500 Country Comparative Guide
- Legal 500 Legal Landscapes



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  Federico Venturi Ferriolo, Adele Sodano, Lorenzo Vittorio Caprara, Martina Cannata
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Our events

- Conference – Università Cattolica del Sacro Cuore: The Olympics through the prism of law: sports regulation, contracts, liability, and arbitration
- Conference at Bocconi – GAME, SET, LAW: INSIDE SPORTS JUSTICE
- Federico Venturi Ferriolo moderates the conversation between Pippo Ricci, captain of Olimpia Milano, and Francesco Costa, journalist and editor-in-chief of the Post, for the presentation of the book “Volevo essere Robin”

  View photos from the event
- IFAM (International Football Arbitration Moot) Conference – The Future of Football: Legal and Business Perspectives for Agents, Lawyers and Clubs



