



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11173 Tullio Tinti v. FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President of the Panel: Mr. Rui Botica Santos, Attorney-at-Law, Lisbon, Portugal

Arbitrators: Mr. Giulio Palermo, Attorney-at-Law, Geneva, Switzerland
Dr. Jan Räker, Attorney-at-Law, Stuttgart, Germany

in the arbitration between

Tullio Tinti, Italy

Represented by Prof. Antonio Rigozzi and Mr. Patrick Pithon, Attorneys-at-Law, Geneva, Switzerland;
and by Mr. Gian Pietro Bianchi, Ms. Sara Agostini, Mr. Lorenzo Viagsio and Mr. Enzo Morelli,
Attorneys-at-Law, Milan, Italy.

– Appellant –

and

Fédération Internationale de Football Association, Switzerland

Represented by Mr. Miguel Liétard Fernandez-Palacios and Mr. Alexander Jacobs, FIFA Litigation
Department, Coral Gables, United States of America.

– Respondent –

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I. THE PARTIES

1. Mr. Tullio Tinti (the “**Appellant**” or the “**Agent**”) is an Italian football agent. He has exercised this profession since 1992 under the *Federazione Italiana Giuoco Calcio* (the “**FIGC**”).
2. *Fédération Internationale de Football Association* (the “**Respondent**” or the “**FIFA**”) is the worldwide governing body of international football. FIFA exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players. It is an association under Swiss law with its registered office in Zurich, Switzerland and is the governing body of international football.
3. In this appeal proceedings (the “**Appeal**”), the Agent and FIFA are collectively referred to as the “**Parties**”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced in the course of the present proceedings. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. This factual background information is given for the sole purpose of providing a synopsis of the matter in dispute. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this award (the “**Award**”) only to the submissions and evidence it is considered necessary to explain its reasoning.

(A) Introduction

5. This Appeal before the Court of Arbitration for Sport (the “**CAS**”) is directed against the decision rendered by the FIFA General Secretariat (the “**FIFA GS**”), on 16 January 2025 (the “**Appealed Decision**”), by which the Appellant’s FIFA license No. 202309-3517 was provisionally suspended on the grounds of an alleged failure to meet the eligibility requirements set forth in the FIFA Football Agent Regulations, adopted by the FIFA Council on 16 December 2022 (the “**FFAR**”). In the Appealed Decision, the FIFA GS determined that the FFAR rendered the Appellant ineligible to retain the license he had held since 2022. The FIFA GS based its decision on disciplinary proceedings initiated before the FIGC in 2012, i.e. 13 years ago, in which the Appellant had accepted a 36-month suspension.

(B) Basic Context and Circumstances

(B.1) The 2012 Decision of the FIGC

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6. In 2012, the FIGC initiated disciplinary proceedings against several individuals, including the Agent, for alleged violations of the *Codice di Giustizia Sportiva* (the “CGS”).
7. During the course of those disciplinary proceedings, and notwithstanding his continued denial of wrongdoing, the Agent reached an agreement with the prosecutor of the FIGC’s disciplinary bodies prior to the issuance of a final decision. The Agent accepted a 36-month suspension of his license as well as the payment of a fine in the amount of EUR. 80,000.
8. On 21 September 2012, the National Disciplinary Committee of the FIGC passed the following ruling:

“(…)

Defendants (...) Tullio TINTI (...) agreed with the Federal Prosecutor’s Office in a sanction under art. 23 CGS,

(…)

In this regard, the Commission adopted the following order:

(…)

- *for Mr. Tullio Tinti, pursuant to article 23 CGS, a suspension of the license for 36 (thirty-six) months and a fine of EUR 80,000.00 (eighty thousand euros).*

Having noted that (...) the National Disciplinary Commission orders the application of the following sanctions:

(…)

- *for Mr. Tullio Tinti, suspension of the license for 36 (thirty-six) months and a fine of EUR 80,000.00 (eighty thousand euros).*

(…)

Declares the closure of the proceedings against the aforementioned.

(…)”

(Emphasis added by the Panel)

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As seen above, this ruling, which was published in the Official Communiqué No. 20/CDN (2012/2013) dated 24 September 2012 (the “**FIGC Decision**”), sanctioned the Agent with “*a suspension of his license for 36 months and a fine of EUR 80,000*” (the “**FIGC Sanction**”)

9. In 2015, the Agent resumed his activities as a licensed agent in Italy and was registered as an intermediary pursuant to the FIFA Regulation on Working with Intermediaries (“**FIFA Regulations on Intermediaries 2025**” or the “**RWWI**”), with the following football associations:
 - The FIGC from 2015 to 2022;
 - The Real Federación Española de Fútbol from 2018 to 2023;
 - The English Football Association from 2018 to 2023;
 - Fédération Française de Football in 2019 and 2020; and
 - Hellenic Football Federation in 2023.
10. After the FIGC Decision, the Agent was not subjected to any further sanctions by any federation and, on a date that could not be precisely determined, the Agent was acquitted of the criminal charges brought against him in connection with the facts underlying the FIGC Decision.

(B.2) The FIFA license and the consequent proceedings

11. On 16 December 2022, the FIFA Council approved the FFAR, which reinstated a global licensing system requiring every football agent to obtain a FIFA license to pursue their activities and which entered into force in two phases on 9 January 2023 and 1 October 2023.
12. On 2 September 2023, FIFA issued a license to the Agent in accordance with Article 23 of the FFAR.
13. On 25 October 2023, the FIGC updated its eligibility requirements for agents and provided an update regarding this to the Agent. The information provided by the FIGC is as follows:

“(…)

Following further verification, as reported in the Annex 1 (C.U. n.20 CDN 2012/2013), we inform you that Mr. Tinti has been convicted of 36 months of agent license suspension for violation of Art. 1.1 and 9.2 of the FIGC Sport Justice Code (...) by the “National Disciplinary Commission”. Please evaluate the compliance of this sanction with the eligibility requirement

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established by the art. 5.1, letter. a) iii of the FFAR: “have never been subject to suspension of two years or more, disqualification or disbarment by any regulatory authority or sports governing body for failure to comply with the rules relating to ethics and professional conduct.”

14. On 21 October 2024, the Agent received a letter dated 14 October 2024 from the FIFA Agent Department which reads as follows:

“(…)

We acknowledge your Football Agent license granted on 2 September 2023 in accordance with article 23 of the FIFA Football Agent Regulations (hereinafter the “FFAR”).

In this respect, please be informed that all Football Agents must comply with the eligibility requirements at all times, as established by article 5 of the FFAR.

In order to confirm that you comply with license eligibility requirements pursuant to article 5 of the FFAR, please provide FIFA with the requested information below.

Please provide the following documentation in regard to the publicly available information that you had been subject to suspension in Italy by a sports governing body, therefore being in breach of article 5 of the FFAR paragraph 1 a) iii:

- (i) a copy of your criminal records certificate issued by the relevant competent authorities in Italy (if applicable);*
- (ii) a copy of a decision not to prosecute (if applicable); and/or*
- (iii) a copy of a decision charges dismissed (if applicable).*

“(…)”

15. On 31 October 2024, the Agent submitted the requested documents and provided his comments to FIFA. In particular, the Agent stated that he had no criminal record and maintained that the suspension agreed with the FIGC in 2012 was not relevant for the purposes of Article 5(1)(a)(iii) FFAR, and that all eligibility requirements were therefore satisfied.

(C) Proceedings under the Appealed Decision

16. On 16 January 2025, the FIFA GS issued the Appealed Decision which reads as follows:

“(…)”

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G. Decision

36. *The FIFA general secretariat notifies the Agent that:*

36.1 *the license number 202309-3517 is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and*

36.2 *This is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.”*

17. The Appealed Decision was based on the following conclusions:

“(…)

F. Conclusion

32. *(…) the FIFA general secretariat deems that the Agent’s suspension of his license for 36 months for violating articles 1 and 9 of the [Italian Code of Sports Justice] has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par. 1 a) lit. iii FFAR.*

33. *Consequently, based on art. 17 para. 1 FFAR, the license of the Agent must be provisionally suspended.*

34. *In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.*

(…).”

18. The Agent was notified of the Appealed Decision on 16 January 2025.

III. PROCEEDINGS BEFORE THE CAS

19. On 5 February 2025, the Agent filed his statement of appeal (the “**Statement of Appeal**”) in accordance with Article R47 and Article R48 of the Code of Sports-related Arbitration (the “**CAS Code**”), challenging the Appealed Decision. In his Statement of Appeal, the Appellant nominated Mr. Giulio Palermo as Arbitrator.

20. On 6 March 2025, FIFA nominated Dr. Jan Räker as Arbitrator.

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21. On 17 March 2025, within the extended time limits, the Appellant filed his appeal brief (the “**Appeal Brief**”).
22. On 8 May 2025, within the extended time limits, FIFA filed its answer (the “**FIFA Answer**”).
23. On 9 May 2025, pursuant to Article R54 of the Code, the Deputy President of the CAS Appeals Arbitration Division appointed the following Panel:

President: Mr. Rui Botica Santos, Attorney-at-Law in Lisbon, Portugal

Arbitrators: Mr. Guilio Palermo, Attorney-at-Law in Geneva, Switzerland
Dr. Jan Räker, Attorney-at-Law in Stuttgart, Germany
24. On 22 May 2025, pursuant to Article R37 of the CAS Code, the Agent submitted an application for provisional measures, requesting a stay of the Appealed Decision (the “**Request for Stay**”).
25. On 29 May 2025, within the agreed expedited time limit, FIFA submitted its response to the application for provisional measures, opposing the Request for Stay.
26. On 30 May 2025, the CAS Court Office communicated to the Parties, the operative part of the order on the provisional measures (the “**Order**”) issued by the Panel. The relevant part reads as follows:

“(…)”

1. The Request for a Stay filed by Mr Tullio Tinti on 22 May 2025 in the matter CAS 2025/A/11173 Tullio Tinti v. FIFA is dismissed.

2. The Costs of the present order shall be determined in the final award or in any other final disposition of this arbitration.

“(…)”
27. On 4 June 2025, following consultation with the Parties, the Panel decided to hold a hearing in this matter. The hearing was scheduled to take place at the CAS Court Office in Lausanne, Switzerland, on 30 June 2025.
28. On 11 June 2025, invoking exceptional circumstances, the Appellant requested that the hearing be postponed and rescheduled for a later date in the summer period.

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29. On 20 June 2025, after both the Respondent and the Panel accepted the exceptional circumstances invoked by the Appellant, the CAS Court Office informed the Parties that the hearing originally scheduled for 30 June 2025 had been canceled and that a new date would be set in due course.
30. On 25 June 2025, after further consultation with the Parties, the Panel rescheduled the hearing for 4 September 2025, to be held at the CAS Court Office in Lausanne, Switzerland.
31. On 18 August 2025, the Parties submitted to the Panel a joint hearing schedule.
32. On 4 September 2025, a hearing was held at the CAS Court Office in Lausanne, Switzerland. In addition to the Panel and Ms. Shanaize Yahiaoui (CAS Counsel), who appeared in substitution of Mr. Giovanni Maria Fares (CAS Counsel), the following individuals attended the hearing:
 - (i) For the Appellant:
 - Mr. Tullio Tinti – the Appellant
 - Prof. Antonio Rigozzi – Counsel
 - Mr. Patrick Pithon – Co-Counsel
 - Mr. Gian Pietro Bianchi – Co-Counsel
 - Ms. Sara Agostini – Co-Counsel
 - Mr. Lorenzo Vigasio – Co-Counsel
 - Mr. Roberto Invernizzi – Co-Counsel
 - Mr. Luca Canuto – Interpreter
 - (ii) For the Respondent:
 - Mr. Miguel Liétard Fernández-Palacios, FIFA Director of Litigation
 - Mr. Alexander Jacobs, FIFA Senior Legal Counsel
33. At the opening of the hearing, the Parties confirmed that they had no objections to the constitution of the Panel or to the procedural conduct of the proceedings up to that moment.
34. The Parties were given the full opportunity to submit their arguments during their opening and closing statements, as well as to respond to questions posed by the members of the Panel. Before

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the conclusion of the hearing, both Parties confirmed that they had been granted the opportunity to present their case and arguments in a fair and equal manner, and that their right to be heard had been fully respected.

35. The hearing was thereafter declared closed, and the Panel reserved its reasoned decision for the present written Award.

IV. THE PARTIES' SUBMISSIONS

36. The following summary of the Parties' positions is illustrative and does not necessarily comprise each contention put forward by the Parties. The Panel, however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

(A) The Agent's Submissions:

37. In his Appeal Brief, the Agent submitted the following prayers and requests for relief:

“(…)

- (i) *The Appeal filed by [the Appellant] is upheld;*
- (ii) *The decision of the FIFA General Secretariat of 16 January 2025 is null and void or alternatively, is set aside;*
- (iii) *FIFA is ordered to reinstate [the Appellant's] license number 202309-3517;*
- (iv) *FIFA shall bear all arbitration costs incurred with the present proceedings, if any, and cover all legal expenses of [the Appellant] related to the present proceedings.*

(…)”

38. The Appellant put forth the following arguments in support of his position:

(A.1) The Agent cannot be considered ineligible under the FFAR

(A.1.1) The Appealed Decision infringes the principle of non-retroactivity

39. The Agent submits that FIFA cannot declare him ineligible under the FFAR, while solely relying on the FIGC Decision which was issued in 2012. The Agent had already been suspended for 36

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months and fined with an amount of EUR 80,000 under the FIGC Decision. An additional suspension under the FFAR would clearly violate the principle of non-retroactivity.

40. The principle of non-retroactivity is enshrined as a fundamental principle within FIFA's regulatory framework and in general law. CAS panels have confirmed that FIFA regulations should not be applied retroactively without clear intent (e.g., CAS 2014/A/3776). The FFAR, which came into force in 2023, contain no provision permitting this retroactive application. Yet FIFA relied on the FIGC Decision to revoke the Agent's license in 2025 by invoking a new eligibility rule under Article 5(1)(a)(iii) FFAR that did not exist when the FIGC Decision was rendered. This action is contrary to FIFA's consistent past practice and amounts to an unfair retroactive imposition of a new penalty.
41. Under Swiss law, retroactivity is generally prohibited. The principle of non-retroactivity prevents a new set of rules from attaching legal consequences to facts that occurred before its entry into force. This guarantees legal certainty and predictability by protecting individuals against rules targeting past behavior that can no longer be altered. It additionally ensures the security of legal situations that were validly established under previous regulations. No one should have their rights and obligations withdrawn or modified by a legal act that they could not have been aware of or that they could not have foreseen at the time they took the material or legal steps that shaped their legal situation. Permitting rules to have a retroactive effect would contradict the legal certainty and predictability.
42. The consequence of the Agent's suspension to his eligibility should be assessed not with regards to the FFAR, but with regards to the regulations in force at the time. In 2012, the FIFA Agents Regulations 2008 were in force, and it was merely required that the applicant of a FIFA agent license be a natural person with "*an impeccable reputation*" and having "*no criminal sentence for a financial or violent crime*".
43. The Agent acted in good faith and decided to cooperate with the FIGC's disciplinary bodies and voluntarily agreed to a 36-month suspension along with a fine with the understanding that he would be able to resume his activities as an agent after the suspension, which he did until the Appealed Decision.
44. In the present case, by effectively suspending the Agent's license and barring him for life as a FIFA licensed football agent for a past conduct, FIFA has created intolerable legal uncertainty. FIFA cannot rely on a closed set of facts that occurred more than a decade ago to assess whether new requirements that were entered into force in 2023 are fulfilled or not, particularly in relation to a decision that was knowingly concluded under a different regulatory framework.

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45. The Agent argues that had he known in 2012 that accepting the FIGC Decision would later bar him for life from his profession under a future regulation, he would have never agreed to it, even more so as he had not committed the wrongdoing for which the sanction was imposed and he only accepted such sanction because his lawyer at the time recommended him to do so in order to concentrate on a criminal investigation about the same subject, from which he was later acquitted. Barring the Agent for a past infraction with no further wrongdoing, punishes him for alleged actions that, at that time, did not constitute grounds for ineligibility. This violates his legitimate expectations and general principles against retroactive sanctions.
46. Therefore, the Appealed Decision clearly violates the principle of non-retroactivity and should be set aside.

(A.1.2) The Appealed Decision infringes the principle of *ne bis in idem*

47. The Agent contends that, even if FIFA could invoke the 2012 suspension under the FFAR, the resulting decision violates the principle of *ne bis in idem*, which is a legal doctrine providing that a person cannot be prosecuted or punished twice under the same facts. CAS panels have consistently held that this principle applies to sanctions under sport law (CAS 2011/O/2422).
48. The question, therefore, is whether Article 5(1)(a)(iii) FFAR, which effectively impose a lifetime ban on any former agent who has been suspended for 24 months or more due to violations of ethics and professional conduct rules, qualifies as a sanction. Eligibility rules do not punish for misconduct but instead define the required attributes and formalities for eligibility. Rules that prevent a person from competition due to past misconduct are considered as a sanction.
49. Article 5(1)(a)(iii) FFAR must be assessed based on its substance rather than its name or form. The mere fact that the heading of the rule does not explicitly suggest a sanction does not mean it is not a sanction in substance. In CAS 2011/A/2658, the panel found that the British Olympic Association's by-laws which rendered any athlete previously sanctioned for doping ineligible for life from representing Great Britain at future Olympic Games, constituted a sanction.
50. The Agent states that there is no reason for the Panel to depart from this established definition. Article 5(1)(a)(iii) FFAR clearly constitute a disciplinary sanction. This is even confirmed by FIFA, pursuant to Article 17(3) FFAR, which provide that when an agent fails to meet the eligibility requirements, the case must be "*referred to the FIFA Disciplinary Committee for its decision*".
51. Accordingly, within the Appealed Decision, the FIFA GS concluded that "*the Agent's suspension of his license for 36 months for violating articles 1 and 9 of the [GSC] has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par. 1 a) lit. iii FFAR.*" (see para. 14 above)

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52. The Appealed Decision, as can be seen, imposes a second sanction on the Agent for the same disciplinary violation already sanctioned by the FIGC which was the competent national federation under the FIFA Agent Regulations 2008 in force at the time. The effective purpose of the sanction is the same, the sanction is based on the same conduct of the Agent, and it results in the same, albeit harsher consequences. The Appealed Decision further violates Article 190(2)(e) PILA as the Swiss Federal Supreme Court has held that the principle of *ne bis in idem* forms part of public policy and should be followed.
53. Therefore, by retroactively converting the Agent's prior disciplinary record into grounds for a new ban, FIFA is effectively re-prosecuting and re-punishing him, clearly contravening the doctrine of *ne bis in idem*. The Appealed Decision is also contrary to public policy and must be annulled, reinstating the FIFA license of the Agent.

(A.2) The Appealed Decision constitutes an illicit infringement of the Agent's personality rights under Swiss law

(A.2.1) Excessive restriction of the Agent's personality rights

54. According to Article 27(2) of the Swiss Code of Obligations (the "SCC"):
- "No person may surrender his or her freedom or restrict the use of it to a degree which violates the law or public morals."*
55. According to the *Matuzalem* case, Article 27(2) SCC is not limited to contractual agreements but also applies to the statutes and regulations of sports federations and its decisions. Interference with a person's economic future is considered excessive and unlawful if it *"eliminates a person's economic freedom or restricts it to such an extent that the foundations of their economic existence are put in jeopardy."* It was held that the threat of an unlimited occupational ban constitutes an obvious and grave encroachment of an athlete's personal rights and violates Article 27(2) SCC.
56. The Agent submits that the present case is directly analogous. The FIFA GS concluded that the suspension of the Agent's license for 36 months in 2012 *"has rendered him ineligible to continue as a Football Agent by virtue of art. 5 par. 1 a) lit. iii FFAR"* and accordingly *"provisionally suspended"* his license.
57. While the FIFA GS characterizes this suspension as provisional, the Appealed Decision amounts to a lifetime ban from acting as a licensed football agent worldwide. Article 11 FFAR state that only an agent licensed by FIFA is authorized to provide agent services, including football-related services for or on behalf of a member association, club, player, coach or any related activities such as negotiations or communications aimed at concluding an employment contract or transfers

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of players. In other words, the Appealed Decision effectively deprives, for life, the Agent's ability to perform any agent activities related to football, which is the only profession he has ever learned and practiced.

58. This ban effectively terminates the Agent's ability to earn a livelihood in the profession he has practiced for over 30 years, solely due to a 13-year-old sanction that he has already served. This is a textbook example of an infringement so excessive that it jeopardizes the very foundations of the Agent's economic existence.
59. Consequently, this life-time ban based on Article 5(1)(a)(iii) FFAR is a clear and serious infringement of the Agent's personal rights and disregards the fundamental limits of Article 27(2) SCC.
60. As such, the Appealed Decision is null and void and the Agent's FIFA license should be reinstated.

(A.2.2) Unlawful infringement of personality rights

61. If the Panel is not satisfied that the Appealed Decision constitutes an excessive restriction and an unlawful infringement of his personality rights pursuant to Article 27(2) SCC, it, at least, constitutes an unlawful infringement of his personality rights pursuant to Article 28 SCC.
62. Article 28 SCC does not provide a definition of what constitutes an infringement of personality rights and gives anyone who suffers an unlawful infringement of their personality, the right to take legal action for their protection against anyone involved in the infringement, unless it is justified. The guarantee under Article 28 SCC protects all essential values inherent to a person's existence, which may be infringed upon. Within the context of sport, these values include the right to health, bodily integrity, honor, professional reputation and the right to engage in sporting activities. This also encompasses the right to engage in an economic activity that enables an individual to earn a livelihood. Accordingly, such right allows the individual to invoke this protection against any third party that challenges their ability to engage in the economic activity.
63. According to Article 28(2) SCC, an infringement of personality rights is unlawful, unless it is justified by (i) the consent of the victim, (ii) by an overriding private or public interest, or (iii) by the law. None of these exceptions apply to the present case.
64. The Appealed Decision prohibits the Agent from exercising his profession of 30 years, which enabled him to support himself financially. It is incumbent on FIFA to prove the fulfillment of Article 28(2) SCC; however, according to the Agent, there are no overriding interests that would justify such infringement.

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65. While FIFA's general mission is to raise professional and ethical standards for football agents, fostering solidarity and ensuring contractual stability, the Agent submits that FIFA lacks the legitimacy to pursue this objective when it comes to an agent's right to work, which extends far beyond the organization of football competitions.
66. Additionally, this objective cannot be achieved by suspending the Agent's license. FIFA is trying to punish the Agent based on a previous suspension that he agreed to over a decade ago and without him having committed any violation since then. Suspending his license now in the absence of any new facts justifying such action would not "*raise professional and ethical standards for the occupation for agents*" nor "*protect reputation of football and the occupation of football.*"
67. The public interest invoked by FIFA is not sufficiently compelling to justify such a severe and disproportionate ban. The ban is excessively long and there is simply no way of coming back after having purged the sanction. It is also worth noting in that regard that, since 2012 and up until today, the Agent has not been sanctioned for any violation of the ethical provisions of his national federation or FIFA. The ban pronounced by the Appealed Decision is solely made due to a suspension he served back in 2012.
68. As such, the *de facto* ban imposed by FIFA is simply abusive and clearly constitutes an infringement that is not justified.
69. Therefore, the Appealed Decision violates Article 28 SCC and is null and void. The FIFA license of the Agent should thus be reinstated.

(A.2.3) Violation of Swiss public policy

70. The Appealed Decision, constituting an excessive limitation of the Agent's personality rights, also violates Swiss public policy within Article 190(2)(e) PILA.
71. In the *Matuzalem* case, the Swiss Federal Court stated that a commitment may be deemed excessive to the point of contravening public policy if it results in a manifest and serious violation of personality rights. The threat of an indefinite occupational ban could clearly constitute an encroachment of Mr. Matuzalem's personality rights and disregard the fundamental limits of legal commitments under Article 27(2) SCC to an extent that it was contrary to public policy.
72. The Agent's lifetime occupational ban from exercising his profession as a football agent constitutes an egregious infringement upon his personality rights similar to the *Matuzalem* case. The Appealed decision effectively and permanently excludes the Agent and thereby depriving him of his economic freedom as protected under Article 27 of the Swiss Constitution.

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73. Therefore, the Appealed decision is equally violative of Swiss public policy and should be considered null and void.

(A.3) The Appealed Decision and the FFAR violate European Union competition law

(A.3.1) The infringement of Article 102 TFEU

74. Article 102 of the Treaty of the Functioning of the European Union (the “TFEU”) states:

“[a]ny abuse by one or more undertakings of a dominant position within the internal market or in a substantial part of it shall be prohibited as incompatible with the internal market in so far as it may affect trade between Member States.

75. The lifetime ban imposed on agents who have been suspended for 24 months or more constitutes an abuse of a dominant position within the meaning of Article 102 TFEU. The Article prohibits, insofar as it may affect trade between Member States, the abuse of a dominant position within the market of the European Union (the “EU”).
76. Article 102 TFEU aims at protecting competition to ensure that it is not restricted to the detriment of the general interest, individual undertakings, or providers and users of the relevant services. To this end, it sanctions conduct by undertakings in a dominant position that abuses such a position by restricting competition to the detriment of parties who may suffer direct or indirect harm from such a restriction, including harm resulting from a limitation of competition itself or its distortion.
77. It is clear that FIFA holds a dominant position within the EU market for football agents’ services. By barring the Agent for life, FIFA has abused this dominant position.
- (a) *FIFA holds a dominant position within the EU market:*
78. There is no doubt that FIFA holds a dominant position, within the meaning of Article 102 TFEU.
- (b) *FIFA has abused its dominant position with the EU market:*
79. Determining whether a given conduct constitutes an abuse of a dominant position requires demonstrating that the conduct has the actual or potential effect of restricting competition, taking into account all the relevant factual circumstances.
80. FIFA holds a position of monopoly in the market for organizing football competitions and now, with the introduction of Article 5(1)(a)(iii) FFAR, has extended its authority into the market for football agents’ services. This market is distinct from the governance of football as a sport and by

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unilaterally imposing its rules on this market, FIFA has exploited its position to control entry and restrict the independence of the market.

81. Through the FFAR, FIFA can exclude individuals who have been suspended for 24 months or more, without any possibility of reinstatement or case-by-case assessment. FIFA can unilaterally determine who can enter this market. While FIFA's objective of setting minimum professional and ethical standards is legitimate, FIFA alone cannot decide to unilaterally regulate. Due to this, football agents are ultimately *de facto* forced to submit to the FFAR and comply to practice their profession. This assertion of regulatory authority over third parties that are not FIFA members in an adjacent market is a textbook example of an abuse of a dominant position within Article 102 TFEU.
82. A permanent ban, with no possible pardon, applied automatically and without regard to an individual's subsequent conduct, is manifestly disproportionate and is a clear barrier to market access. FIFA's control over who can operate as a football agent raises concerns of exclusionary abuse under Article 102 TFEU, as it unjustifiably restricts and reduces competition.
83. Therefore, by unilaterally establishing the conditions agents must meet to enter the market for football agents' services, FIFA has abused its dominant position in the sense of Article 102 TFEU, and it would be incumbent on FIFA to demonstrate that its abuse could be justified. Consequently, insofar as the Appealed Decision revoked the Agent's license. Effectively preventing him from carrying out any activities as a football agent, it constitutes a breach of Article 102 TFEU and must be set aside.

(A.3.2) The infringement of Article 101 TFEU

84. Article 101 TFEU states that:

"1. The following shall be prohibited as incompatible with the internal market: all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market, and in particular those which:

(...)

2. Any agreements or decisions prohibited pursuant to this Article shall be automatically void."

85. Before demonstrating that the relevant provisions of the FFAR constitute a restriction of competition, it is first necessary to determine whether FIFA qualifies as an "association of

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undertakings” and whether the FFAR constitute as a “decision” within the meaning of Article 101(1) TFEU.

(a) *The FFAR is a decision by an association of undertakings:*

86. In *J.C.J. Wouters and Others*, the European Court of Justice (the “ECJ”) defined the term “association of undertakings” broadly, considering that it pertains to a group of entities involved in economic activities that assumes the responsibility of representing and safeguarding the collective interests of its members. In the *Bosman* case, it was held that national football federations are to be regarded as associations of undertakings as well.
87. The European Court of First Instance (the “ECFI”) specifically confirmed that FIFA qualifies as an “association of undertakings” under Article 101(1) TFEU as FIFA members are groupings of football clubs and national associations whose economic activity is the practice of football, and as the FIFA statutes require them to participate in competitions organized by FIFA which is considered as an economic activity. As FIFA encompasses both national associations and football clubs, FIFA shall constitute an association of undertakings (CAS 2023/O/9370).
88. The ECJ further defined the term “decisions” by association of undertakings as a faithful expression of the members’ intention to conduct themselves compulsorily on the market in conformity with the terms of Article 101(1) TFEU.
89. The ECFI confirmed that FIFA’s football agent regulations, such as the FFAR, constitute a “decision of an association of undertakings” as football agent services are an economic activity and the FFAR are adopted by FIFA on its own authority, does not fall within the scope of the specific nature of sport and is binding on national associations that are members of FIFA.
90. In any event, FIFA has already admitted that it qualifies as an association of undertakings for the purposes of adopting and implementing the FFAR. Consequently, FIFA thus qualifies as an “association of undertakings” and the FFAR constitute a “decision” thereof within the meaning of Article 101(1) TFEU.

(b) *The FFAR constitute a restriction of competition within the market:*

91. According to Article 101(1) TFEU, an agreement by an association of undertakings must have an “object or effect” on the prevention, restriction or distortion of competition in the market of agent services worldwide.
92. The Agent states that the FFAR, by restricting access to the market exclusively to licensed agents who must meet FIFA’s own eligibility requirements, constitute a restriction of competition. The

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central question is whether limiting access to the European market for football agency services exclusively to individuals who meet the requirements is likely to have an appreciable effect on competition within that market.

93. It is evident that the FFAR control one of the essential parameters of competition, as it restricts market access solely to agents who comply with Article 5 FFAR. Players and clubs are restricted to engaging with FIFA-licensed agents, effectively granting FIFA regulatory control over the economic activity of what should be independent market participants, namely football agents, across the market. The Agent is precluded from continuing to operate in the market due to FIFA's unilateral decision to change the conditions to access it. This restriction reduces the number of agents able to operate in the market, thereby limiting competition.
94. Due to this restriction, the FFAR reduce the availability of agents for players and clubs to choose from. This prevents clubs, players and coaches from freely engaging with the agent of their choice, thereby distorting competition and reinforcing FIFA's control over an adjacent economic market. In the absence of these restrictions, the market could potentially be more competitive, with a broader range of agents offering their services.
95. In light of the above, the FFAR and its so-called "eligibility requirements" limiting access to the relevant market constitute a restriction of competition by effect.

(A.4) Lack of justification of FIFA's restriction of competition and abuse of dominant position

97. It is FIFA's responsibility to justify its anti-competitive conduct, either under the *Meca-Medina* exception or Article 101(3) TFEU.
98. The *Meca-Medina* exception does not apply, as the FFAR are not rules aimed solely at ensuring the organization or proper conduct of sport.
99. FIFA cannot rely on Article 101(3) TFEU, as none of its four cumulative conditions are met. In particular, the third condition, that the conduct at issue must be indispensable or necessary. FIFA fails to consider the proportionality of a *de facto* lifetime ban, especially against the Agent that has practiced for over ten years without prior suspension. Such a sanction cannot reasonably be seen as required to achieve FIFA's objectives.

(A.5) Violation of the Agent's freedom to provide services under Article 56(1) TFEU

100. Article 56 TFEU protects self-employed professionals against restrictions on their cross-border provision of services within the EU. The Agent's activities as an intermediary fall squarely within this scope.

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101. FIFA's FFAR, specifically Article 5(1)(a)(iii), impose strict eligibility rules that amount to a *de facto* lifetime ban. This prevents the Agent from providing services outside Italy, effectively excluding him from the EU market.
102. Given the international nature of football transfers, such restrictions significantly impede cross-border services. Rather than regulating conditions of practice, FIFA's rules outright bar access to other EU markets.
103. While FIFA may pursue legitimate aims such as transparency and integrity, the means chosen are disproportionate. A blanket lifetime ban on agents previously suspended for 24 months or more, without the possibility of rehabilitation, is manifestly excessive and cannot be justified, even under FIFA's regulatory autonomy.
107. For all the above reasons, the Appealed Decision constitutes an unjustified and disproportionate restriction on the Agent's fundamental right to provide services under Article 56 TFEU and should be set aside on this ground as well.

(B) FIFA's Submissions:

103. In the FIFA Answer, FIFA submitted the following prayers and requests for relief:

"a) reject the Appellant's requests for relief;

b) confirm the Appealed Decision in its entirety;

c) order the Appellant to bear the full costs of these arbitration proceedings; and

d) order the Appellant to make a contribution to FIFA's legal costs and expenses.

(...)"

104. FIFA put forth the following arguments in support of its position:

(B.1) The Agent has violated Article 5 FFAR

105. It is undisputed that the FIGC Decision against the Agent was rendered due to the violations of Articles 1 and 9 of the Italian Code of Sports Justice. As a result, the Agent's license was suspended for 3 years, and he was sanctioned with a fine of EUR 80,000. This sanction was recorded as the highest one among all the other accused individuals in the FIGC disciplinary proceedings.

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106. Article 5(1)(a)(iii) FFAR reads as follows:

“An applicant must:

a) Upon submitting their license application (and subsequently thereafter, including after being granted a license) (...)

iii. never have been the subject of a suspension of two years or more, disqualification or striking off by any regulatory authority or sports governing body for failure to comply with rules relating to ethics and professional conduct (...).

(...)”

107. By virtue of having been suspended for three years by a sports governing body for ethical misconduct, the Agent did not meet this eligibility requirement at the time he was licensed or thereafter.

108. The Agent’s attempt to characterize the FIGC Decision as a mere “agreement” does not change its nature: it remains a formal disciplinary suspension imposed by a sports body for ethical breaches, which is exactly the type of past conduct Article 5(1)(a)(iii) FFAR was designed to catch. The Agent chose to accept that sanction and did not challenge it, so he cannot now avoid its consequences by semantics – the fact and duration of the suspension are what matter, and they indisputably trigger the ineligibility rule.

109. Additionally, Article 17 FFAR establishes the terms of the ongoing licensing requirements, any time after obtaining the license, and reads as follows:

“1. If a Football Agent fails to:

a) meet the eligibility requirements at any time;

(...)

their license shall automatically be provisionally suspended.

2. The FIFA general secretariat is responsible for investigating compliance with the requirements in paragraph 1 of this article.

3. If paragraph 1 a) of this article applies:

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a) the FIFA general secretariat will notify the Football Agent that it believes there are grounds to consider that they do not meet the eligibility requirements, and of the automatic provisional suspension; and

b) the matter will be referred to the FIFA Disciplinary Committee for its decision. (...)”

110. In accordance with the above-presented provision, the FIFA GS is entitled to automatically provisionally suspend a FIFA license once ineligibility under Article 5 FFAR has been established. Importantly, this measure is administrative in nature rather than disciplinary. FIFA did not “re-prosecute” or sanction the Appellant for his 2012 conduct; it merely made a factual determination regarding his current status.
111. FIFA clarifies that the Agent would and should have never received the FIFA agent license as he was manifestly ineligible *ab initio*.

(B.2) No violation of the principle of non-retroactivity

112. The Agent’s argument that applying Article 5(1)(a)(iii) FFAR to his 2012 conduct constitutes an impermissible retroactive sanction is unfounded. A rule is retroactive only if it implies new legal consequences on past events in a way that alters their prior legal effects. That is not the case here. Article 5 FFAR was applied to assess the Agent’s eligibility for a FIFA license in 2025, not to sanction his 2012 misconduct.
113. CAS jurisprudence consistently holds that the principle of non-retroactivity “*does not generally apply to eligibility schemes*”, which may legitimately consider past conduct when determining present eligibility. As confirmed in CAS 2018/A/5785, relying on historical acts for eligibility purposes “*has nothing to do with a retroactive sanctioning*” and is “*fully legal, appropriate, legitimate and necessary*”.
114. The Agent cannot reasonably claim immunity from evolving integrity standards simply because he served his suspension before the FFAR were introduced. The 2023 rules were enacted precisely to raise ethical standards and prevent abuses in the agent profession. Excluding prior sanctions from consideration would undermine the very objectives of the FFAR and damage their credibility.
115. FIFA’s reliance on the Agent’s past suspension is prospective, serving only to determine present eligibility. It does not extend or increase his past punishment. Moreover, the FIGC’s 36-month ban was a binding disciplinary sanction, not a private settlement.

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116. When the Agent applied for a FIFA license in 2023, he was obliged to disclose prior sanctions and meet current eligibility standards. FIFA initially granted the license based on incomplete information, but once the FIGC decision came to light, FIFA was entitled to reassess eligibility.
117. CAS jurisprudence (e.g., CAS 2008/A/1583) has recognized that an entity which engaged in past misconduct cannot prevent the application of new entry rules simply by invoking the regulatory framework in force at the time of its wrongdoing. The Agent, like any other applicant, must comply with the eligibility standards applicable at the time of his license application.
118. Accordingly, applying Article 5(1)(a)(iii) FFAR to the Agent's disciplinary record is lawful, proportionate, and fully consistent with the prohibition on retroactive sanctions.

(B.3) The alleged violation of the *ne bis in idem* principle

119. The Agent's attempt to characterize the Appealed Decision as a disciplinary sanction is unfounded. As previously explained, the provisional suspension of his license is an administrative decision, not a sanction.
120. Since FIFA has imposed no new penalty, there can be no double sanction. The FIGC Decision and the Appealed Decision are distinct in both scope and nature. The former was a national disciplinary sanction, the latter an international administrative determination of eligibility under the FFAR.
121. FIFA did not fine, ban, or otherwise punish the Agent for his 2012 conduct. Those matters were entirely dealt with by the FIGC. The suspension of his FIFA license simply reflects his present ineligibility.
122. Accordingly, the principle of *ne bis in idem* does not apply and cannot invalidate the Appealed Decision.

(B.4) The alleged violation of the Agent's personality rights

123. The Agent claims that his suspension infringes personal rights under Swiss law (Articles 27 and 28 SCC) and even violates Swiss public policy under Article 190(2)(e) PILA.
124. This argument fails. The Appealed Decision is neither excessive nor unlawful. Any impact on the Agent's professional freedom is proportionate and justified by overriding public and private interests – namely the integrity of football.
125. Reliance on the *Matuzalem* case is misplaced. Unlike that case, where a worldwide ban destroyed a player's livelihood, the Agent is not barred from all employment or football-related work. The

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Agent is only prevented from performing the specific regulated functions of a licensed FIFA agent.

126. FIFA has a legitimate interest in excluding individuals who fail to meet minimum ethical standards. The Agent's prior misconduct illustrates precisely why such rules exist. Importantly, the suspension does not deprive him of a livelihood. The Agent may continue offering consulting, contractual sponsorship, or legal services that do not require a FIFA license.
127. CAS jurisprudence confirms that such limitations do not amount to impermissible personal restrictions (see CAS 2017/A/5003).
128. Under Article 28(2) SCC, any interference with personality rights may be justified by overriding private and public interests. Here, the broader football community shares a clear interest in ensuring that agents meet basic integrity standards.
129. This objective aligns with international concerns, including those of EU law, about raising professional standards to prevent abuses in the transfer system. Safeguarding the credibility of agent services is a matter of "*clearly overriding public interest*."
130. Enforcing such standards is consistent with Swiss public policy, which favors transparent and ethical governance in sport.
131. In sum, the Appealed Decision does not breach Swiss law or public policy. Any limited restriction on the Agent's economic activity is justified, proportionate, and serves the legitimate goal of protecting the integrity of football.

(B.5) Compatibility of Article 5(1)(a)(iii) FFAR with EU law

132. The Agent's argues that Article 5(1)(a)(iii) FFAR violates EU competition and internal market law by (i) constituting an abuse of dominant position under Article 102 TFEU, (ii) restricting access to the EU market contrary to Article 101 TFEU, and (iii) infringing the freedom to provide services under Article 56(1) TFEU.
133. FIFA submits that these arguments are unfounded. Article 5(1)(a)(iii) FFAR is a proportionate regulatory measure pursuing legitimate objectives, fully consistent with the principles established in *Wouters* and *Meca-Medina*. Not every sporting rule with economic effects breaches EU law. Only those that go beyond what is necessary to achieve legitimate aims. CAS has confirmed this approach in the PROFAA case, noting: "[a]s *FIFA rightly points out, Wouters and Meca-Medina indicate that FIFA enjoys a certain margin of appreciation when regulating economic activities intrinsic to or peripheral to the sport of football*." (CAS 2023/O/9370, para 223).

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(B.5.1) The alleged violation of Article 102 TFEU – No Abuse of Dominance

134. FIFA's licensing and regulatory activity is not an exercise of market power for commercial gain, but an exercise of legitimate regulatory authority. The Agent has not identified a relevant market that FIFA exploits from a dominant position. In particular, FIFA itself is not active in the football agents market and merely regulates it to the benefit of the entire market, including football agents who were consulted in the development of the FFAR and who were in explicit consent with raising the ethical eligibility standards. Even assuming dominance, the rule is not abusive: it is justified by the need to safeguard ethical standards in the agent market. Excluding agents with a record of serious misconduct enhances competition and consumer trust rather than harming it. There is no evidence of foreclosure or economic advantage to FIFA.
135. Article 5(1)(a)(iii) FFAR does not violate Article 102 TFEU.

(B.5.2) The alleged violation of Article 101 TFEU – No Restrictive Agreements

136. Even if FIFA were viewed as an "association of undertakings", the FFAR do not have an anti-competitive object or effect. Its purpose is integrity, not price-fixing or market-sharing. No evidence shows reduced consumer choice or higher costs. On the contrary, the rule improves efficiency and service quality by ensuring trustworthy agents. It would satisfy the Article 101(3) TFEU exemption criteria: it promotes efficiency, benefits consumers, is indispensable, and does not eliminate competition.
137. Article 5(1)(a)(iii) FFAR does not violate Article 101 TFEU.

(B.5.3) The alleged violation of Article 56 TFEU – No Freedom Restriction to Provide Services

138. Although Article 56 TFEU applies primarily to state actions, CAS jurisprudence accepts its potential relevance to private sports rules. Article 5(1)(a)(iii) FFAR may restrict market access but does so for legitimate objectives: protecting consumers and preserving the integrity of the football transfer system. The measure is proportionate, narrowly excluding only agents suspended for two years or more due to serious ethical misconduct. Less restrictive alternatives would be ineffective or inconsistent. CAS jurisprudence explicitly notes that protecting the integrity of transactions and consumers in the players' agent market is a legitimate aim in the context of Article 56 (CAS 2023/O/9370).
139. Article 5(1)(a)(iii) FFAR does not violate Article 56 TFEU.

(B.6) Conclusion

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140. The Agent's three-year suspension by the FIGC, well within the FFAR's two-year threshold under Article 5(1)(a)(iii), is undisputed. The Agent's conduct (abusing his position to defraud a club through fictitious invoices) fundamentally violates the ethical standards required of Football Agents.
141. The FFAR safeguard the integrity of the transfer system by ensuring that only licensed agents who meet strict ethical and professional standards can operate. This benefits clubs, players, and agents alike by fostering confidence and trust in the system.
142. Article 5(1)(a)(iii) FFAR is narrowly tailored to address only the most serious misconduct. Such rules necessarily exclude the possibility of "rehabilitation": once an agent has shown a proven risk to the integrity of the market, allowing them to continue would undermine the very objectives of the FFAR.
143. The Agent's reliance on EU competition law (Articles 101, 102, and even 56 TFEU) is wholly unfounded, as he failed to present a substantive case or supporting evidence. There is no breach of EU law. The Agent has not demonstrated any breach of EU competition or internal market law. Article 5(1)(a)(iii) FFAR is a proportionate, objective-driven rule that strengthens, rather than weakens, the functioning of the football agent market. It neither abuses dominance nor restricts competition unlawfully, nor does it violate freedom of services.

V. JURISDICTION

144. In accordance with Article 186 of the Swiss Private International Law Act (the "**PILA**"), the CAS has the power to decide upon its own jurisdiction.
145. Pursuant to Article R47(1) of the CAS Code:

"An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body."
146. In the absence of a specific arbitration agreement, in order for the CAS to have jurisdiction to hear an appeal, the statutes or regulations of the sports-related body for whose decision the appeal is being made must expressly recognize the CAS as an arbitral body of appeal.
147. Pursuant to Article 50(1) of the FIFA Statutes:

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“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question.”

148. FIFA in turn, does not contest the jurisdiction of CAS to hear this dispute and the Appealed Decision clearly confirms the jurisdiction of the CAS in para. 35 that “(...) *to ensure the possibility for the Agent to obtain an effective and impartial judicial review, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 paragraphs 1 and 2 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland, for CAS to render a definitive decision on whether the Agent complies with the eligibility requirements of art. 5 par. 1 a) lit. iii FFAR.*”
149. The Order of Procedures have been duly signed by the Parties, confirming the jurisdiction of the CAS.
150. Therefore, it expressly follows that the CAS has jurisdiction to hear this matter.

VI. ADMISSIBILITY

151. Pursuant to Article R49 of the CAS Code:

“[i]n the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against.”

152. In accordance with Article 50(1) of the FIFA Statutes, the Appealed Decision can be challenged before the CAS within twenty-one days of its receipt. The Appealed Decision was notified to the Agent on 16 January 2025, and the Statement of Appeal was filed on 5 February 2025. Furthermore, FIFA has not contested the admissibility of the Appeal.
153. In light of the foregoing, the Appeal is admissible.

VII. APPLICABLE LAW

154. Pursuant to Article R58 of the CAS Code, in an appeal arbitration procedure before the CAS:

“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in absence of such choice, according to the law of the country in which the federation, association or sports-related body which has issued the

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challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

155. Article 49(2) of the FIFA Statutes provides as follows:

“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.”

156. The Parties do not dispute the applicability of the FIFA regulations as the “applicable regulations” within the meaning of Article R58 of the CAS Code, with Swiss law being applied on a subsidiary basis, in the event that it is necessary to fill any gap or omission in the FIFA regulations. Consequently, the Panel will primarily apply the relevant FIFA regulations and Swiss law on a subsidiary basis. The Appellant further submits that, in addition to the various FIFA regulations and Swiss law, the general principles of law, namely the principle of non-retroactivity and the principle of *ne bis in idem*, as well as European Union law (“EU Law”), in particular EU competition rules (Article 101 and Article 102 of the Treaty on the Functioning of the European Union (the “TFEU”) and the rules on the free movement of services (such as Article 56 TFEU), are also applicable to this dispute as foreign mandatory rules (“*dispositions imperatives du droit étranger*”) within the meaning of Article 19 of the PILA. (see paras. 74 to 106 above).

VIII. MERITS OF THE APPEAL

A. THE SCOPE OF THE APPEAL

157. The Panel deems it useful to clarify the scope of the Appeal.

158. The object of the Appeal is confined to the review of the Appealed Decision, by which the provisional suspension of the license held by and issued to the Agent on 2 September 2023 was determined.

159. For the purpose of adjudicating the Appeal, the Agent has raised several legal issues which this Panel is called upon to examine and decide (see paras. 39 to 106 above). However, the resolution of all such issues ultimately depends upon the prior determination of whether the FIFA GS was competent to render the Appealed Decision.

160. Accordingly, and before entering into a detailed analysis of the arguments advanced by the Agent in support of the declaration that the Appealed Decision is null and void or, in the alternative, should be set aside, this Panel must first determine whether the FIFA GS possessed the requisite authority and competence to render such decision. Consequently, the Panel shall address this preliminary issue as a matter of priority and shall only proceed to examine the remaining legal arguments if it is concluded that the FIFA GS has competence in this regard.

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B. THE RELEVANT PROVISIONS APPLICABLE UNDER THE FFAR

161. The regulatory provisions of the FFAR that are relevant for the adjudication of the Appeal are, in essence, the following:

“Article 5: Eligibility requirements

1. *An applicant must:*
 - a) *Upon submitting their licence application (and subsequently thereafter, including after being granted a licence):*
 - i. *(...)*
 - ii. *Never have been convicted of a criminal charge, including any related settlements, regarding matters related to: organized crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation or child or vulnerable young adult trafficking.*
 - iii. *Never have been the subject of a suspension of two years or more, disqualification or striking off by any regulatory authority or sports governing body for failure to comply with rules relating to ethics and professional conduct;*
 - iv. *(...)*
 - v. *(...)*
 - b) *(...)*
 - c) *(...)*
 - d) *(...)*
2. *An applicant must satisfy the eligibility requirements:*
 - a) *At the time of their application, in order to take the exam; and*
 - b) *At all times after obtaining a license, in accordance with article 17.*
3. *The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements”*

“Article 17: Compliance with ongoing licensing requirements

1. *If a Football Agent fails to:*
 - a) *Meet the eligibility requirements at any time;*
 - b) *(...)*
 - c) *(...)*
 - d) *(...)*

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2. *The FIFA general secretariat is responsible for investigating compliance with the requirements in paragraph 1 of this article.*
3. *If paragraph 1 a) of this article applies:*
 - a) *The FIFA general secretariat will notify the Football Agent that it believes there are grounds to consider that they do not meet the eligibility requirements, and of the automatic provisional suspension; and*
 - b) *The matter will be referred to the FIFA Disciplinary Committee for its decision.*
4. *(...)”*

“Article 21: Competence and enforcement

1. *The FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates these Regulations, the FIFA Statutes or any other FIFA regulations, in accordance with these Regulations, the FIFA Disciplinary Code and the FIFA Code of Ethics. FIFA has jurisdiction regarding: (...)*
2. *(...)*
3. *The FIFA general secretariat shall monitor compliance with these Regulations. In particular:*
 - a) *Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) shall be provided in English, French or Spanish.*
 - b) *(...)*
 - c) *Following an investigation, the FIFA general secretariat may refer cases of non-compliance with these Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.*
 - d) *Following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to those Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.”*

C. MAIN ARGUMENTS ADVANCED BY THE PARTIES IN RELATION TO THE COMPETENCE OF THE FIFA GS

162. As indicated above, the first issue that requires examination and determination concerns the competence of the FIFA GS to issue the Appealed Decision. The analysis, discussion, and

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resolution of this matter is of relevance, given that recently – subsequent to the filing of the Appeal Brief – an appeal raising certain comparable aspects was decided, in which the CAS held that the FIFA GS lacked competence (CAS 2024/A/10918, the “*Beckett Case*”).

162. In light of the foregoing circumstances, and at the outset of the hearing, the Panel invited the Parties to comment upon and elaborate on the relevance of the *Beckett Case* to the Appeal, in which the annulment of a decision issued by the FIFA GS was ordered on the grounds of lack of competence: (i) to determine whether the agent concerned had provided football agent services without a license; and (ii) to impose a *de facto* definitive suspension against that agent.
163. The Panel observes that this line of argument was raised by the Agent in the Appeal Brief, albeit in a very summarized manner, in paragraph 29, where it was stated that “[i]rrespective of whether the Secretariat General has the power to declare a decision final simply because the otherwise applicable dispute resolution process had been suspended by the FIFA Council (...)”. FIFA, however, did not submit any comments in reply.
164. It is therefore essential that the Parties be afforded an opportunity to develop their positions on this issue and to address the practical implications that the reasoning in the aforementioned CAS decision may have to the present proceedings.
165. In essence, and in a necessarily concise manner, the Agent addressed the arguments advanced by the appellant in the *Beckett Case*, from which the Panel highlights the following:
 - The Agent submits that the Appealed Decision is inadmissible as it was rendered by an organ manifestly lacking jurisdiction. In its view, the FIFA GS had no legal authority to determine the matter or to impose any sanction. The Agent stresses that the Appealed Decision itself does not identify any statutory or regulatory basis underpinning the FIFA GS’s competence.
 - Neither Article 17 FFAR, nor any other provision therein, grants the FIFA GS the power to adjudicate cases of alleged infringements. Neither Article 17 FFAR nor any other provision grants the FIFA GS the power to adjudicate alleged infringements. On the contrary, Article 17(3) FFAR, where applicable, expressly assigns such cases to the FIFA DC. However, since the FIFA DC has been formally suspended, Article 17(3) cannot serve as a jurisdictional basis. By assuming decision-making powers in this context, the FIFA GS effectively usurped the competence reserved to the FIFA DC.
 - On this basis, the Agent maintains that the FIFA GS acted *ultra vires*, and that the Appealed Decision is void due to lack of competence and jurisdiction.

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166. In turn, FIFA submits, in essence, the following arguments:

- FIFA maintains that the Appealed Decision was rendered fully within the scope of the FIFA GS's competence under the FFAR. It points out that Article 5(1)(a)(iii) FFAR, read together with Article 17, expressly empowers the FIFA GS to investigate, at any time, whether licensed agents continue to satisfy the eligibility requirements. This investigative mandate is not conferred on any other body within the FIFA structure. Consequently, the FIFA GS bears responsibility for conducting compliance reviews, notifying an agent where it considers that the eligibility criteria are no longer met, and applying the automatic provisional suspension that follows by operation of the FFAR.
- In the present case, FIFA stresses that the FIFA GS acted precisely in accordance with this framework: it conducted the investigation, notified the Agent of the issues identified, and imposed a provisional suspension, while refraining from any determination of permanent consequences. The latter step, FIFA explains, would normally fall to the FIFA DC under Article 21 FFAR, but that provision is currently suspended. Far from usurping the role of the FIFA DC, the FIFA GS merely discharged its own obligations as the competent authority under the FFAR, leaving to the FIFA DC the exclusive task of imposing definitive sanctions once its mandate is reinstated.

D. THE PROCEEDINGS BEFORE THE FIFA GS

167. In keeping with the *Beckett Case*, this Panel concludes that Articles 5, 17 and 21 of the FFAR, when read in conjunction, contemplate the following procedural steps:

- Step I – Investigation Phase: The FIFA GS is empowered to open and conduct an investigation when it forms the belief that there are grounds to consider that a football agent does not meet the eligibility requirements.
- Step II – Adversarial Phase (The Right to be Heard): The FIFA GS must inform the football agent of that belief and grant the agent an opportunity to be heard;
- Step III – Provisional Suspension Phase: The FIFA GS is authorized to impose an automatic provisional suspension if it considers that the agent does not meet the eligibility requirements; and

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- Step IV – Final Decision Phase: the FIFA GS must refer the matter to the FIFA Disciplinary Committee for a final determination.

168. As also emphasized in the *Beckett Case*, this Panel observes that the formation of a *belief* is not tantamount to a *finding*, a *decision*, or a *determination*. The distinction between these concepts is not, as FIFA contends, an artificial construct devised by the Agent. Rather, the Panel considers that the formation of a *belief* constitutes no more than a *prima facie* assessment, without a thorough analysis or full discussion of the underlying matter. In the Panel's view, this stage is a purely administrative process and cannot be regarded or characterized as a disciplinary proceeding.
169. Such a *belief* serves merely as the trigger for the next procedural step, namely the initiation of further proceedings before the FIFA DC. Those proceedings may culminate either in the revocation of the agent's license or in the lifting of the provisional suspension imposed by the FIFA GS. Within that process, it is expected and required that a more comprehensive analysis and discussion of the issues giving rise to the provisional suspension will take place.
170. By contrast, the competence of the FIFA DC extends to rendering a definitive determination both as to whether the eligibility requirements are met and, if not, what consequences should follow. Moreover, should the FIFA DC conclude that the eligibility requirements are in fact satisfied, it retains the authority to lift the provisional suspension imposed by the FIFA GS.
171. In the present case, the Panel finds that, while the FIFA GS, in principle, acted legitimately in carrying out the first three steps of the process – namely: (i) forming a *belief* that the Agent did not meet the eligibility requirements, (ii) informing the Agent of such *belief*, and (iii) imposing an automatic provisional suspension – it was unable, due to the suspension of Article 21 FFAR, to take the fourth step, *i.e.*, it was unable to refer the matter to the FIFA Disciplinary Committee for a final decision.

E. THE SUSPENSION OF ARTICLE 21 FFAR

172. As expressly stated in the Appealed Decision, the temporary suspension of Article 21 FFAR prevented the FIFA GS from referring matters governed by the FFAR to the FIFA Disciplinary Committee.
173. At the hearing, FIFA itself acknowledged that the jurisdiction of the FIFA Disciplinary Committee under Article 17(3)(b) FFAR was suspended as a consequence of the suspension of Article 21 FFAR.

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174. Furthermore, when questioned during the hearing, FIFA conceded that there is no clarity as to when the suspension of Article 21 FFAR may be lifted.

F. THE NATURE OF THE AUTOMATIC PROVISIONAL SUSPENSION

175. With respect to the nature of the automatic provisional suspension, FIFA argued that such suspension cannot be characterized as definitive, since Article 21 FFAR may eventually be reinstated. However, FIFA admitted at the hearing that there is no clarity as to when, or indeed whether, such reinstatement will occur. FIFA further submitted that the suspension remains provisional because, once Article 21 FFAR is reinstated, the FIFA DC could then render a decision on the merits.
176. The Panel takes a different view. The essence of a “provisional” measure lies in its temporary and short-term nature. By definition, it presupposes a limited duration and a clear prospect of subsequent review or replacement by a final decision of the competent body – in this case, the FIFA DC. Even assuming that Article 21 FFAR may eventually be reinstated, the absence of clarity or foreseeability as to when this might occur transforms the suspension into one of indefinite duration. A suspension that is indefinite in duration cannot properly be considered provisional; rather, it assumes the nature of a definitive measure.
177. The Panel further notes with concern that, in the present regulatory vacuum, no FIFA body is competent either to determine whether the eligibility requirements are satisfied or to lift the provisional suspension imposed by the FIFA GS. This institutional impasse alters the legal nature of the measure. Although formally described as *provisional*, in practice the suspension imposed by the FIFA GS constitutes a *de facto definitive* suspension of the Agent’s license.
178. In other words, the FIFA GS conflated its investigative functions with the adjudicative authority that, but for the suspension of Article 21 FFAR, would lie exclusively with the FIFA DC. In so doing, it effectively imposed a final sanction – namely, the withdrawal of the Agent’s license – without affording the due process that must be conducted before the competent disciplinary body.
179. Accordingly, the Panel concludes that the implementation of a *de facto definitive* suspension of the Agent’s license by the FIFA GS – a body lacking competence to impose final sanctions – is without legal basis and must therefore be annulled.

G. THE PANEL’S *DE NOVO* REVIEW IN LIGHT OF THE FIFA GS’S LACK OF COMPETENCE

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180. Having determined that the FIFA GS lacked competence to decide on the provisional suspension of the Agent's license, the question arises whether this Panel, in the exercise of its *de novo* adjudicatory powers, could substitute itself for the FIFA Disciplinary Committee and rule on whether the Agent currently satisfies the eligibility requirements to hold a football agent license.
181. The Panel considers that, in the particular circumstances of this case, such substitution would not be legally correct, for the reasons set out below.
182. First, the Appellant has not submitted any such request and, as highlighted by Mavromati, Despina & Reeb, Matthieu, *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials* (2nd edn, Kluwer Law International 2025), p. 576):

"54. Logically, the panel's power of review does not permit to go beyond the parties' motions and submissions, even though it can adjudicate on implicit requests, i.e., other than the ones expressly submitted but considered to be contained in the parties' submissions. (TAS 2024/A/10578; CAS 2021/A/8334)."
183. Second, it is important to emphasize that the present case does not concern a typical situation in which the FIFA GS is called upon to assess an agent's ongoing compliance with eligibility requirements on the basis of facts arising after the issuance of a license. Rather, it involves a re-evaluation of eligibility requirements based on facts that predated the issuance of the Agent's license in September 2023.
184. In September 2023, as explained by FIFA at the hearing, both the competent FIFA department and the FIGC – expressly consulted by FIFA for this purpose – confirmed that the Agent satisfied all eligibility requirements. Neither FIFA nor the FIGC raised any concerns regarding the sanction imposed on the Agent by the FIGC between 2012 and 2015 when the license was applied for and duly granted.
185. This is of particular relevance because it demonstrates that, at the time of issuance, FIFA itself concluded that the Agent satisfied the eligibility requirements. The Panel has not, however, been able to ascertain the precise level of scrutiny undertaken in 2023, nor whether the specific issue now raised by the FIFA GS was considered at that time, either through FIFA's internal verification processes or by the FIGC when validating the Agent's application.
186. Against this factual background, the investigation conducted by the FIFA GS cannot be equated with a typical assessment of ongoing eligibility requirement based on events occurring after the issuance of the license. Rather, it constitutes a re-evaluation of a license already validly issued,

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on the basis of facts predating its issuance that may already have been within FIFA's knowledge at that time. The Panel stresses "*may already have been*" because these proceedings contain no evidence of what documents or information were submitted or reviewed during FIFA's internal checks in 2023.

187. Nevertheless, the FIFA GS's decision neither identifies any deficiencies in the 2023 application review nor explains why no concerns were raised at the time the license was granted. Instead, and in light of the grounds stated in the Appealed Decision, it appears to rely on a superficial re-interpretation of the facts underlying the issuance of the license, undertaken without the diligence required to justify the suspension of a license that had been validly issued.
188. In the Panel's view and having regard to the particular circumstances of this case, the investigative competence of the FIFA GS under Article 17 FFAR must be construed with caution. While Article 17 FFAR empowers the FIFA GS to investigate compliance with ongoing licensing requirements, its ordinary scope of application is intended for situations arising after the issuance of a license.
189. By contrast, facts predating issuance – even if discovered only at a later stage – require a more thorough investigative procedure, since such an inquiry must also take into account the reasons why the competent FIFA department initially decided to issue the license. Moreover, the outcome of such an investigation may necessarily contradict FIFA's prior evaluation and could ultimately lead to the revocation of the license on grounds of error, omission of relevant information, or false statements by the Agent or the FIGC. None of these grounds, however, were invoked or established by the FIFA GS in its investigation.
190. The Panel further observes that the FIFA GS failed to consider, with the detail and caution required, the relevance of the 36-month sanction served by the Agent pursuant to a settlement agreement with the FIGC prosecutor (Article 23 SGS), and whether such a settlement properly falls within the scope of Article 5(1)(a)(iii) FFAR. The wording of Article 5(1)(a)(ii) FFAR expressly refers to "... *including any related settlements* ...," whereas the subsequent provision, Article 5(1)(a)(iii) FFAR, which is relied upon in this case, contains no such reference. A systematic interpretation could therefore support the conclusion that sanctions imposed pursuant to a settlement exceeding 24 months are not captured by Article 5(1)(a)(iii) FFAR.
191. In the Panel's view, the interpretation of regulatory provisions must, in the first instance, be clarified by the very body that drafted and enacted them, as it is best placed to provide such explanation. The FIFA GS should have expressly addressed this interpretative issue, which is of material significance that could operate in favor of the Agent.

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192. Furthermore, the FIFA GS failed to take into account the principle of proportionality, particularly given that the Agent served the 36-month sanction between 2012 and 2015, and has not been subjected to any sanction of any kind since. The lapse of such a significant period of time ought to have been weighed in the assessment, yet it was not.
193. Equally, the FIFA GS overlooked a material element in the interpretation and application of Article 5(1)(a)(iii) FFAR: the fact that the Agent was acquitted of the criminal charges underlying the FIGC Sanction. This circumstance further weakens the reliance on that sanction as a ground to question the Agent's eligibility. A proper and systematic interpretation of the provision should therefore have considered not only the settlement character of the FIGC proceedings but also the fact that the Agent was ultimately cleared of the criminal allegations that gave rise to them. These elements are directly relevant both to the proportionality of the measure and to the scope of Article 5(1)(a)(iii) FFAR and should have been addressed expressly in the Appealed Decision.
194. For these reasons, the Panel concludes that it is not possible to substitute itself for the FIFA DC, either in reviewing the manner in which the Agent's license was granted or in determining the proper interpretation of the applicable provisions. The Panel does not have before it sufficient elements to exercise its *de novo* powers in this respect.
195. Accordingly, the Panel finds that the FIFA GS's decision resulted from a thorough application of Article 17 FFAR, which however for a *de facto* permanent decision only foresees a superficial and overly simplistic investigation, lacking the thoroughness and diligence required, in the circumstances of this case, to justify a measure as severe as the indefinite suspension of a validly issued license. In so acting, the FIFA GS effectively encroached upon the prerogatives of the FIFA DC. This reinforces the Panel's previous conclusion that the Appealed Decision is unsupported by, and inconsistent with, the regulatory framework of the FFAR.

H. CONCLUSION

196. The Panel acknowledges the regulatory difficulties faced by FIFA in ensuring compliance with the FFAR in light of the suspension of several of its provisions. Nevertheless, in the absence of a regulatory framework expressly conferring upon the FIFA GS the authority to render definitive determinations, such powers cannot be assumed *ex officio*.
197. Accordingly, the Panel holds that the Appealed Decision must be set aside, as the FIFA GS lacked competence to: (i) determine that the Agent had failed to comply with the eligibility requirements; and (ii) impose what, in effect, constitutes a definitive suspension of the Agent's license.

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198. As a result, the Panel orders FIFA to reinstate the Agent's license No. 202309-3517, as requested by the Agent in his prayers for relief.
199. All other and further claims or prayers for relief are dismissed.

IX. COSTS

(...)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Mr Tullio Tinti on 5 February 2025 with respect to the decision of the FIFA General Secretariat, rendered and communicated on 16 January 2025, is upheld.
2. The decision of the FIFA General Secretariat, issued and communicated on 16 January 2025 is set aside.
3. *Fédération Internationale de Football Association* is ordered to reinstate Mr Tullio Tinti's license No. 202309-3517.
4. (...).
5. (...).
6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 22 October 2025

THE COURT OF ARBITRATION FOR SPORT

Rui Botica Santos
President of the Panel

Giulio Palermo
Arbitrator

Jan Räker
Arbitrator