Murar și Asociații

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Legal Guide to Good Practice in Sport

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Sports law, with a particular focus on football

ENGLISH EDITION

For athletes, families and sports organisations

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Foreword

Competitive sport operates within a framework in which sporting and legal decisions continually influence one another. Signing a contract without understanding the applicable rules, omitting a registration formality or overlooking a procedural deadline can directly affect the right to compete and the continuity of a career.

I coordinated this guide drawing on my experience as a lawyer in litigation, arbitration, contracts and sports law, as well as my work on sports adjudicatory bodies and as a FIFA-licensed football agent. My own involvement in sport has also shown me that rules are useful when they can be understood and applied before a problem becomes a dispute.

The guide is primarily for athletes and their families. It also explains the perspective of clubs, academies, federations, agents and others involved in sport. For lawyers and legal advisers, each chapter identifies points for an initial legal assessment, without replacing analysis of the legislation and regulations applicable to the particular case.

Football law occupies an important place because of its extensive regulatory and adjudicatory system and the body of case law available to examine situations encountered in practice. Its solutions do not automatically apply to other sports, but may provide analytical tools and regulatory models adapted to each discipline.

George-Iulian Murar

Head of Sports Law

About the guide's editor

George-Iulian Murar has been a lawyer since 2008 and a founding partner of Murar și Asociații since 2011. His work covers litigation, arbitration, contracts, corporate law and sports law. He advises federations and clubs on statutes, regulations, contracts and governance, and represents clients before CAS, FIFA and Romanian sports bodies.

From November 2020 to March 2026, he chaired the Romanian Triathlon Federation's Appeals Commission. Since March 2026, he has been a member of the Appeals Commission for anti-doping rule violations. He has been a FIFA-licensed football agent since October 2023.

He competed in swimming and water polo and has practised triathlon for over 14 years. Direct experience of sport complements his legal analysis of relationships between athletes, clubs and the organisations governing competition.

Editorial coordination

Prepared by the Sports Law Department of Murar și Asociații, under the coordination of lawyer George-Iulian Murar.

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How to use this guide

For athletes and families

Start with the specific situation: signing a contract, dealing with an academy, an injury, a transfer, taking a supplement or receiving a decision. The checklists identify documents to request and questions to ask before deciding.

For clubs, academies and federations

Part Two addresses organisation, governance, contracts, regulatory obligations and disciplinary mechanisms. Each organisation should adapt these points to its legal form, sport and the regulations of its affiliated bodies.

For agents, coaches and support personnel

The guide distinguishes the roles of people around an athlete and identifies when information should be documented or referred to a specialist. Agents and coaches do not replace doctors or lawyers; responsibilities should be clear before an urgent situation arises.

For lawyers and legal advisers

The “Pointers for legal professionals” boxes identify the nature of the relationship, sources, competent body, deadlines and evidence to check. They provide initial orientation. Legal conclusions require examination of the applicable versions of the law, statutes, regulations and contract.

Using the information in this guide

This guide provides general information. It is not legal advice on an individual situation and cannot replace analysis of documents, facts and rules in force at the relevant time.

Sports regulations change frequently. A rule may depend on the sport, the athlete's status, competition level, the national or international nature of the relationship and when the event occurred. Always check the applicable official version.

For football, the guide also highlights FIFA's new player status and transfer framework, approved in 2026 and announced as applicable from 1 January 2027. Until it enters into force, situations arising in 2026 must be assessed under the rules applicable when the event occurred.

Judgments and cases are discussed for educational purposes. Their presentation expresses no assessment of the people involved beyond what is established by the cited source.

Abbreviations

Terms used in this guide

Abbreviation Meaning

ANAD - Romanian National Anti-Doping Agency

CAS / TAS - Court of Arbitration for Sport / Tribunal Arbitral du Sport, Lausanne

CJEU - Court of Justice of the European Union

FIFA - Fédération Internationale de Football Association

FRF - Romanian Football Federation

FFAR - FIFA Football Agent Regulations

RSTP - FIFA Regulations on the Status and Transfer of Players

RSTJF - FRF Regulations on the Status and Transfer of Football Players

TUE - Therapeutic Use Exemption

WADA - World Anti-Doping Agency

To avoid confusion with CAS, the arbitral tribunal, “sports activity agreement” is written in full throughout this guide.

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INTRODUCTION
Sports law

Overlapping rules, distinct effects

Sports law brings together state law, contracts and the regulatory systems of sports organisations. A single relationship may raise civil or employment law, eligibility, discipline, data protection and jurisdiction issues. A registration decision does not automatically resolve every contractual claim.

The law governs legal capacity, protection of minors, working conditions, taxation and access to courts. Federations regulate affiliation, transfers and competitions. Sporting autonomy does not place those rules outside the law: mandatory provisions and European Union law continue to apply.

Where legal analysis begins

Reconstruct the facts and chronology, then identify the parties′ status and the nature of their relationship. Preserve the version of the rule applicable at the relevant date. Check jurisdiction, internal remedies and deadlines before addressing the merits, and distinguish civil consequences from sporting and disciplinary ones.

Athletes, parents, clubs, agents, coaches, doctors and sponsors do not always share the same interests. Clarify who the client is, who may decide and who pays for the service. Payment by a third party does not automatically make that person the client or remove a conflict of interest.

The lawyer’s perspective

The lawyer classifies the relationship, checks sources and jurisdiction, explains risks and documents options. In negotiations, the commercial understanding, contract, sporting formalities and tax treatment should be consistent. In disputes, procedural rights and evidence must be preserved. Prevention matters because some errors cannot be remedied once a deadline expires.

Why football receives particular attention

Alongside the editor′s experience as a FIFA-licensed football agent, football offers an extensive regulatory and adjudicatory system and substantial case law. Player status, contractual stability, transfers, protection of minors, agents and training rewards are regulated in detail, making the field particularly valuable for studying sports law.

This guide addresses sports law generally, with a particular focus on football. FIFA and FRF rules are identified as such and do not automatically apply to tennis, cycling, triathlon or other disciplines. Those sports may draw on football′s solutions, adapting them to their own structures, resources and characteristics.

PART I
Sports law for athletes and their families

Contracts, health, representation, mobility, anti-doping and protecting rights.

CHAPTER 01
1. Athletes' legal status and rights

Every assessment begins by establishing the athlete's status. Amateur, professional, registered athlete, participant in sporting activities and national- or international-level athlete are concepts from different sources with different effects. The club's label is insufficient if the facts and documents establish another type of relationship.

Status affects the contract form, remuneration, insurance, transfer conditions, competent forum and disciplinary rules. In international sport, a person may have one classification under national law and another under the international federation's regulations.

Initial checks

Legal question - Document or point to check

Amateur or professional? - Contract, remuneration, licence and federation definition.

Which contract form applies? - Law No. 69/2000, signed contract, mandatory rights and special tax regime.

Registered and eligible? - Registration card, licence, federation register and competition rules.

Which rights are recorded in writing? - Contract, internal rules and federation regulations.

Is there an international element? - Nationality, residence, clubs, competition and federations involved.

1.1 Sporting status and the nature of the relationship

Subject to its conditions, Law No. 69/2000 permits an employment contract or a sports activity agreement. The former attracts employment law protection. The latter is a fixed-term agreement governed by the special sports law regime and compatible civil rules. Chapter 4 compares them.

Article 14^2 classifies activities under a sports activity agreement as independent activities for tax purposes, without requiring the ordinary independence criteria under the Tax Code. A club-imposed training schedule does not, by itself, justify disregarding this exception. It remains necessary to check that the agreement genuinely falls within the law, the parties' capacity and their obligations.

In football, Article 2 RSTP defines a professional by a written contract and remuneration exceeding the expenses actually incurred in the activity. FIFA's classification does not depend solely on the Romanian contract's title. Amateur, professional, minor and junior are not interchangeable: a player under 18 may be professional, and FRF junior status may continue after adulthood. International-level status in anti-doping depends on the international federation's rules, not simply nationality or prominence.

1.2 Identifying the athlete's rights

Athletes should understand their rights under the law, contract and regulations. These may concern payment, training and competition access, health protection, injury treatment, image rights, personal data, procedural defence and termination. A right mentioned only in an offer or conversation may be difficult to prove unless incorporated into the final document.

Club rules may detail schedules, discipline, bonuses and equipment use. They cannot remove mandatory rights or unilaterally alter contractual terms beyond permitted limits. Athletes should receive the rules before confirming acceptance.

1.3 Obligations and sporting consequences

Obligations extend beyond attending training. They may include following legitimate technical and medical instructions, competing, confidentiality, public conduct, equipment use, reporting injuries and complying with anti-doping rules. Each obligation should be assessed against its purpose, proportionality and associated sanction.

A breach may have distinct contractual and disciplinary consequences. The club may invoke a contractual remedy, while a federation may impose a sporting sanction if regulations provide a basis. The procedures must not be confused; the same conduct must be described and proved separately in each framework.

1.4 Football focus

Professional status, registration and playing eligibility are separate issues in football. A contract may exist while the player remains unregistered or ineligible for a particular competition. Conversely, sporting registration does not automatically resolve every contractual effect.

The agent and lawyer should check the contract, FRF or FIFA system registration, registration periods and restrictions. International cases also require examination of the international transfer certificate, sporting history and the rules of the associations involved.

The lawyer's role

The lawyer distinguishes a document's title from its actual legal classification, checks whether the chosen form complies with the law, whether essential rights are clear and whether federation rules add formalities or limits. Before signing, the assessment should also identify the competent forum, since the remedy may depend on the relationship's nature.

Pointers for legal professionals

Point - Professional assessment

Classification - Sports activity agreement, employment contract or other permitted relationship, alongside registration and licensing.

Sources - Law No. 69/2000, Civil Code, Labour Code, the order on the model agreement and federation regulations.

Jurisdiction - Assess contractual disputes, registration challenges and disciplinary allegations separately.

Evidence - Signed contract, communicated internal rules, licence, payment records and correspondence.

Key point

An athlete's status cannot be established by a single label. The contract, actual performance and applicable regulations must be read together.

Sources and further reading: [1], [2], [3], [4], [29]. Titles and official links are in Appendix 4.

CHAPTER 02
2. Young athletes and the role of the family

For a young athlete, sporting achievement cannot be separated from legal capacity, education, health and the child's best interests. Parents and legal representatives do more than provide a signature: they must understand the duration of obligations, costs, effects on schooling and conditions for leaving the club.

Rules vary with age, the type of transaction and the sport. Some documents are signed by the representative, others by the minor with consent, while more significant transactions may require additional checks. Federation regulations may add conditions for registration, representation, trials and transfers.

Initial checks

Legal question - Document or point to check

Who may sign? - The minor's age, parental responsibility and nature of the document.

What financial obligations does the family assume? - Fees, equipment, travel, accommodation and refund conditions.

How are education and health protected? - Schedule, schooling, medical clearances, insurance and care pathway.

Can the minor leave the club? - Duration, registration rules and termination procedure.

Is there international travel or a transfer? - Consent, guardianship, residence and sporting approvals.

2.1 A minor's capacity and signing documents

Under civil law, a minor under 14 is generally represented in legal transactions, while those aged 14-18 have limited capacity and act with the consent required by law. Exceptions and special rules apply. The Labour Code recognises employment capacity from 16 and permits employment from 15 in certain circumstances with parental or legal representative consent. These rules do not replace federation requirements for a first professional contract.

The file should establish who holds parental responsibility, whether relevant judgments exist and who signs for or alongside the child. An unusual financial clause or conflict between child and representative may require further analysis. Both parents' signatures are not universally required for every form, just as one signature is not sufficient for every transaction.

Explain the commitment's duration, costs and withdrawal conditions in an age-appropriate way. Parents should retain the complete signed copy, including schedules and referenced regulations.

2.2 Relationships with academies and clubs

Documents should specify training services, costs, equipment, competition participation, medical assistance, transport and withdrawal conditions. If the academy and club are different entities, the family should know the contracting party and who is responsible for each obligation.

Promises about selection, professional contracts or transfers should be treated cautiously. Nobody can guarantee sporting progress. Families should check affiliation, coaches' identities, actual accommodation and an incident reporting procedure.

2.3 Child protection

Clubs and academies should prevent abuse, harassment, discrimination and unjustified exposure. Families should know the rules for changing-room access, transport, individual communications, photography and accommodation. There should be a clear reporting channel without sporting reprisals.

Medical data, images and school information require enhanced protection. Image-use consent should not be hidden in a general clause. Purpose, duration, channels and withdrawal should be explained separately from sporting participation.

2.4 Agents and conflicts of interest

An agent's representation of a minor is subject to the sport's regulations. Parents should check the licence, the earliest permitted approach, the agreement's duration, services and remuneration. A person recommended by the club or academy may have their own interest, which should be disclosed.

An independent lawyer can explain the agreement's effects to the family without assuming the agent's role. Independence is particularly important where the same person or agency participates in discussions with several parties.

2.5 International transfers of minors: the exception must be proved

Article 19 RSTP starts from a prohibition on international transfers of under-18s and provides strictly conditional exceptions. Depending on the case, these concern parents moving for reasons unrelated to football, transfers at ages 16-18 within the EU/EEA with sporting and educational safeguards, border situations, humanitarian reasons or temporary student exchanges. Each has its own conditions; the list does not make every move abroad permissible.

For example, the border exception limits the home's and club's distance from the border, the total distance and requires the player to continue living at home. For EU/EEA transfers, the club must document football training, education, accommodation and supervision. An agreement with a school does not, by itself, validate the transfer.

Check whether prior FIFA approval and a national association procedure are required, including for the first registration of a foreign minor. An invitation, visa or parental consent does not replace sporting approval. FIFA's guide to minor applications identifies the documents for each exception.

2.6 An amateur junior may leave without the club's consent

In Romanian football, Article 4 RSTJF permits termination of registration in several situations. First establish the player's actual status and whether a contract remains in force. Ending the family's academy services agreement, ending registration and terminating a professional contract are separate steps. The amounts for an amateur junior's departure are not a universal price for leaving any contract.

The general mechanism for amateur juniors aged 7-19 is exercised by application to the competent adjudicatory body between 1-31 July for football and 1-31 August for futsal. Club consent is not required. Jurisdiction lies with FRF's CNSL or the county association's player status commission, depending on the club and case; in Bucharest, check AMFB's organisation.

Age during the registration period - Amount under Article 4(21)(c)

Ages 7-10 inclusive - RON 400 for each competition year.

Over 10 and up to 16 - RON 700 for each competition year.

Over 16 and up to 19 - RON 1,000 for each competition year.

Less than one year - Proportionate to the actual period.

The calculation uses the relevant periods and age bands, rather than applying the current age to the entire history. Check actual time at the club, including temporary registrations. For example, two complete years entirely within the over-10-to-16 band, without other factors, produce RON 1,400 under this table. This is not training compensation.

The application includes identity and representation documents, registration history, relevant records and evidence of the forum's procedural fee. Obtain a filing number. After the final decision, registration at the new club also requires proof of payment of the assessed amounts and compliance with transfer-window conditions. A unilateral payment to the club does not replace the required decision.

2.7 Special situations during the season

Article 4(19), as published by FRF in 2024, separately addresses club consent, absence of a competition in which the player can participate, evidence of amounts paid to the club on any basis, abuse confirmed by the adjudicatory body and family relocation for non-football reasons to a locality more than 50 km from the club. Each ground must be pleaded and proved separately. Dissatisfaction with selection alone does not establish abuse.

Evidence of academy fees should be considered alongside the identity of the entity with which the child is registered. Where they are separate legal persons, payment to one does not automatically affect the other. Relocation requires evidence of the actual reason, family residence and relevant distance.

Ending registration during the season does not automatically permit immediate registration elsewhere: Article 4(19) retains transfer periods. Separate rules apply to withdrawn or excluded clubs and certain decisions issued after the window closes, subject to the last-six-rounds limit. Article 4(21)(a) separately concerns an amateur used in fewer than 25% of official matches, with applications between championship editions. This is not the professional's 10% sporting just cause threshold.

On a loan, ending registration with the temporary club generally means returning to the permanent club. Leaving both requires separate applications and fulfilment of obligations for each relationship. Families should follow both decisions, not only the response from the club where the child trains.

2.8 The first contract after 16 and the end-of-junior-status clause

Article 14 RSTJF, amended in 2024, permits a first contract after age 16 with the club holding the junior's permanent registration. The mechanism requires a club offer within 60 days of that birthday, net monthly remuneration of at least RON 1,000 during junior status, and guaranteed school or academic education alongside football training. Check the required written form, communication and registration.

The current provision should not be described to parents as an unconditional duty to sign any offer. Persuading the player is the club's responsibility. The contract may include a commitment to a new contract when junior status ends; under Article 14, refusal may lead to a claim against the new club for 150% of actual costs under the previous contract. This is not an arbitrary academy charge and does not arise merely because the player turns 19.

Before signing, examine the precise future commitment and its relationship with FIFA's maximum three-year term for contracts signed by under-18s. A promise of a future contract is not an unlimited automatic extension. Without an initial contract meeting the regulations, the end-of-junior-status mechanism should not be assumed to apply automatically.

The federation's RON 1,000 net minimum does not displace the statutory minimum wage or other mandatory rights where an employment contract is chosen. Review both the sporting conditions for the first contract and the legality of the contractual relationship.

2.9 Trials and contact with agents

Document a trial before departure: organising club, dates, costs, accommodation, contact person, medical support and return arrangements. For minors, legal representative consent and educational protection are essential. Article 19ter RSTP sets special age, duration and formalisation conditions in football. A trial is not a transfer or a right to play an official match.

Approaching a minor for agent services includes contact through the family. FFAR permits approaches only within six months before the age at which the player may sign a first professional contract under applicable law, with the legal representative's prior written consent. The agent must meet special training requirements for representing minors. A promised trial does not justify blank signatures, uncontrolled surrender of original documents or payment to an unidentified recipient.

The lawyer's role

The lawyer checks parental responsibility, capacity, club documents, financial obligations and compatibility with rules protecting minors. International transactions require coordination of the contract review with immigration, education, safeguarding and sporting registration requirements.

Pointers for legal professionals

Point - Professional assessment

Domestic basis - RSTJF Article 4(19)-(22) and Article 14, as amended by FRF in 2024; Civil Code Articles 38-43; Labour Code Article 13.

Procedure - Annual applications and applications based on special circumstances have different prerequisites. Registration and contractual relationships require separate proof.

International framework - RSTP Articles 18(2), 19 and 19ter; FFAR Article 13. Parental consent alone does not establish an international transfer exception.

Key evidence - Chronology by club and age, receipts and statements, contracts, the age-16 offer and proof of delivery, schooling, relocation, decisions and payments.

Key point

Assess the child's interests through the actual conditions of the sporting project, not the promise of a future career.

Sources and further reading: [5], [3], [1], [16], [14], [26], [27], [29], [4]. Titles and official links are in Appendix 4.

CHAPTER 03
3. The athlete's relationship with an academy or club

Daily dealings between athlete and organisation generate the most documents and risks. Training schedules, competition access, medical assessments, rehabilitation and internal rules should be consistent with the contract and federation regulations.

Injury is more than a medical event. It may affect pay, selection, contract duration, insurance and the right to a second opinion. Reporting and documentation may be decisive in a later dispute.

Initial checks

Legal question - Document or point to check

Are academy and club relationships clear? - Each entity's identity and obligations.

Is applicable insurance in place? - Policy, covered risks, exclusions and notification procedure.

Who decides treatment and return to sport? - Medical protocol, specialists and second-opinion rights.

How is medical data retained? - GDPR notice, access, recipients and retention period.

Have internal rules been communicated? - Dated version and proof of receipt.

3.1 Joining the organisation

Athletes may sign an application, contract, registration forms, data and image consents, internal rules and medical documents. Read them together. Important obligations should not be scattered across conflicting documents or communicated only orally.

The club should state whether competition participation depends on technical selection, eligibility or formalities. Paying a fee or signing a contract does not automatically guarantee playing time or squad inclusion.

3.2 Injury and the medical pathway

Report injuries through the agreed channel and retain evidence. Medical records should describe diagnosis, recommendations, limitations and rehabilitation stages. Return to training must be medically determined under applicable rules, without pressure that could worsen the condition.

The contract and rules should specify who funds investigations, treatment, surgery, rehabilitation and transport. If athletes may choose a provider, establish whether prior approval is required and how costs are reimbursed.

3.3 Insurance

A policy does not mean every injury is covered. Check the insured person, activities, territory, period, insured amount, excess, exclusions and notification deadline. Injuries outside scheduled or authorised activities may be treated differently.

Athletes should receive the information needed to notify a claim. Clubs should retain the policy and proof of the athlete's inclusion; a minor's family should know who submits the claim and which medical records are required.

3.4 Medical and performance data

Health data receives special protection. Clubs should define processing purposes, authorised access, retention and conditions for disclosure to federations, insurers or other clubs. Coaches' access should be limited to information necessary for sporting decisions.

GPS data, physiological tests and performance analysis may have commercial and medical value. Contracts should define permitted users, whether the athlete receives a copy and what happens after termination.

3.5 Information and challenge rights

Technical decisions generally belong to designated staff. Where a measure has contractual or disciplinary effects, the athlete should receive its basis and challenge procedure. Squad exclusion, access suspension or reduced benefits cannot be treated solely as technical choices if used to induce contract termination.

3.6 Documents needed when an injury occurs

Report the incident in writing as soon as possible without delaying urgent medical care. Record date, location, activity, witnesses and the first medical recommendation. Request copies of investigations and retain proof of notification to the club and insurer. Policy deadlines may be shorter than court action deadlines.

Fitness-to-participate clearance and a return-to-training recommendation serve different purposes. Competitive pressure does not justify ignoring contraindications. For treatment outside the approved network, record approval, limits and reimbursement in writing. In emergencies, medical priority is not suspended by absent administrative approval; financial consequences are assessed afterwards against the documents.

Read the policy for temporary incapacity, permanent disability, rehabilitation costs and travel accidents. Check professional sport coverage, pre-existing condition exclusions and whether payment goes to the athlete or club. Club insurance does not automatically replace the contractual duty to pay remuneration.

3.7 Injury and the continuation of the contractual relationship

Before signing, clarify payment during unavailability, participation-related bonuses, treatment after expiry and cooperation with the doctor. Under an employment contract, medical leave and benefits follow the applicable statutory regime. Under a sports activity agreement, the full range of employee rights must not be assumed without a legal or contractual basis.

A clause allowing the club to terminate immediately for any injury must be assessed against the law and federation rules. In football, the player's medical assessment should be completed before the contract is concluded: Article 18(4) RSTP prohibits making its validity conditional on a medical examination or work permit. This rule does not automatically resolve every condition in a separate transfer agreement between clubs.

The lawyer's role

The lawyer organises the records and distinguishes the medical decision from its legal consequences, checking insurance, payment obligations, confidentiality and the proportionality of the club's measures. Following a serious injury, evidence should be preserved before the parties adopt conflicting positions.

Pointers for legal professionals

Point - Professional assessment

Classification - Performance of the sports contract, contractual liability, insurance and processing of sensitive data.

Sources - The contract, internal rules, Law No. 69/2000, general law, GDPR and federation regulations.

Jurisdiction - A payment or termination dispute may be separate from a sporting appeal or claim against the insurer.

Evidence - Incident report, medical records, recommendations, policy, notices and records of access to data.

Key point

A medical and documentary process should be established before an injury occurs. Missing records affect both recovery and legal protection.

Sources and further reading: [1], [2], [3], [4], [9], [29]. Titles and official links are in Appendix 4.

CHAPTER 04 4. The sports contract and negotiating the athlete's rights

The contract turns a sporting offer into verifiable obligations. Salary or remuneration, duration, bonuses, injury, image rights and termination must be expressed clearly enough to be performed and, if necessary, proved.

Negotiation concerns more than the amount. An apparently attractive package may be undermined by unclear conditions, unilateral options, unverifiable bonuses or clauses shifting risks beyond the athlete's control.

Initial checks

Legal question - Document or point to check

Do the offer and contract match? - Amount, currency, net or gross, duration and benefits.

Are conditions objective? - Verifiable events, deadlines and data sources.

Are there unilateral options? - Holder, duration, notice and remuneration during the extension.

Is injury addressed? - Payment, treatment, insurance and rehabilitation.

Are the forum and law identifiable? - Jurisdiction clause and applicable regulations.

4.1 Choosing the contractual form and understanding its effects

The athlete's choice should reflect the protection sought, not simply the promised net amount. An employment contract provides rights that do not depend entirely on negotiation. A sports activity agreement allows obligations to reflect the particular activity, but requires greater attention to rights that must be expressly recorded.

Comparison - Employment contract / Sports activity agreement

Legal regime: employment relationship with mandatory employee rights.

Sports activity agreement: a special fixed-term contract with statutory rights and negotiated terms.

Leave and rest

Employment: protection under the Labour Code and special legislation. Sports activity agreement: rest and breaks are specified contractually, without automatically importing the entire employee regime.

Injury: employment provides statutory medical leave and benefits, with protections specific to employment.

Sports activity agreement: payment, treatment and insurance must align with the contract and applicable social protection regime.

Comparison - Employment contract / Sports activity agreement

Discipline: employment sanctions and procedure are statutory; disciplinary fines are prohibited.

Sports activity agreement: contractual remedies and federation rules, within legal and proportionality limits.

Termination: employment follows statutory grounds and procedures, with compatible special sports rules.

Sports activity agreement: expiry, agreement, termination for breach and applicable legal or federation grounds.

Tax: employment income, withholding and contributions under the Tax Code.

Sports activity agreement: independent activity income under the Article 14^2 derogation, with specific tax obligations.

Insolvency: wage claims receive their specific statutory treatment.

Sports activity agreement: a claim does not become a wage claim merely through economic similarity; ranking and security require separate assessment.

Statutory employee protection comes with stricter procedures for the employer. The flexibility of a sports activity agreement may benefit both parties, but higher net remuneration does not necessarily compensate for missing injury-payment provisions or inadequate insurance. Contributions and actual access to social benefits must be assessed individually, without reusing tax percentages from an earlier edition.

For a genuine sports activity agreement, Article 14^2 of Law No. 69/2000 derogates from the ordinary tax test of independence. This does not validate every document bearing that title or remove scrutiny of the parties' status, subject matter and mandatory rules. The framework agreement approved by ministerial order is a mandatory point of reference, not a substitute for negotiating specific terms.

4.2 Contractual form and documents

The contractual form must comply with the law and regulations. In Romania, the framework sports activity agreement contains mandatory elements, with additional terms negotiable within the law. Employment relationships are subject to Labour Code requirements.

Annexes, internal rules and the accepted offer must be precisely identified. Where a document is only available online, retain the version supplied at signing. Essential terms should not be left in rules that the club can change unilaterally.

4.3 Duration and renewal

Start and end dates must be unambiguous. An extension option needs clear conditions, an exercise deadline and remuneration provisions. A clause is vulnerable if it leaves the decision entirely to the club without consideration or predictable criteria.

Appearance or playing-time thresholds must identify included competitions, the statistical source and the treatment of injury, suspension or cancelled matches. In football, duration must also comply with FIFA and FRF rules, including those specific to minors.

4.4 Obligations and disciplinary powers

The athlete's obligations must relate to the activity and be proportionate. A general reference to all club rules does not cure an unclear sanction. The rules must identify the misconduct, procedure, right of defence and possible measure.

The club undertakes obligations concerning payment, training, access to resources and health protection. Conditions for benefits dependent on squad, category or residence must be written down. Image rights and commercial obligations are negotiated separately from sporting performance.

4.5 Injury, insurance and data

The contract must specify how temporary incapacity affects remuneration and benefits. Automatically reducing all entitlements, without distinguishing the cause of injury and statutory obligations, may create a serious imbalance.

Access to medical data must be limited to legitimate purposes. A blanket waiver of confidentiality cannot replace data protection obligations and medical professional secrecy.

4.6 Law, language and jurisdiction

International relationships require checks on language, applicable law, forum and procedural costs. The athlete must receive a translation they understand. A clear clause should resolve discrepancies between versions, and the chosen forum must have jurisdiction recognised by the regulations.

4.7 Option periods and events affecting remuneration

In football, FIFA's general rule is a minimum term until the end of the season and a maximum of five years, subject to exceptions compatible with national law. For a player under 18, a term exceeding three years is not recognised within the FIFA system. Extension options must be assessed together with total duration, the exercise deadline, future remuneration and the balance of the parties' rights.

A promotion, relegation or qualification clause must identify the competition, when the result becomes final and its financial effect. Loss of the club's licence, reorganisation or a team's withdrawal do not themselves extinguish all obligations towards the athlete. Termination or pay-reduction clauses must be assessed against applicable law and contractual stability rules.

An extension dependent on a number of appearances raises concerns where selection is controlled solely by the club. Definitions of appearances, minutes and included competitions need a verifiable mechanism. Unilaterally amendable bonus rules should not deprive a contractually negotiated bonus of substance.

4.8 Fines and deductions from the athlete's entitlements

Disciplinary fines are prohibited in employment contracts by Article 249 of the Labour Code. Pay-related sanctions expressly permitted by law follow a different regime and require due procedure. Wording copied from club rules cannot displace this protection.

Under a sports activity agreement, penalty clauses, loss, sporting sanctions and actual payment deductions must be assessed separately. Alleged misconduct does not automatically make a club's claim certain and due, or authorise any set-off. The athlete must receive the allegation, its basis and an opportunity to defend themselves before a measure affecting their rights.

The lawyer's role

The lawyer checks whether each promise is enforceable and maps the risks, considering the combined effect of contractual terms, internal rules and federation regulations rather than negotiating wording in isolation. Before signing, the club's ability to fulfil its obligations should also be checked.

Pointers for legal professionals

Point - Professional assessment

Principal rules - Law No. 69/2000, Articles 14-14^2; the framework agreement in Order No. 631/890/2017; Labour Code Articles 13, 38 and 247-252; RSTP Article 18.

Classification - Distinguish the special tax regime from contractual rights and professional status under FIFA rules.

Negotiation - Remuneration, total duration and options, injury, insurance, image rights, sanctions, termination and jurisdiction.

Scrutiny - Medical conditions in the player's contract, unilateral options and relegation clauses require separate assessment. Signature alone does not validate them.

Key point

The contract should allow the athlete to calculate their entitlements, understand their obligations and know what happens if the relationship does not continue normally.

Sources and further reading: [1], [2], [3], [4], [13], [18], [29]. Titles and official links are in Appendix 4.

CHAPTER 05 5. The athlete’s remuneration and other financial rights

A contract’s economic value is not the largest figure written in it. The athlete must distinguish fixed remuneration, conditional bonuses, bonuses under internal rules, benefits in kind and income from image rights or sponsorship.

Each component needs a calculation basis, due date, currency and evidence. Wording dependent on the club’s discretion or information inaccessible to the athlete undermines the benefit’s real value.

Initial checks

Legal question - Document or point to check

Is the amount net or gross? - Contract, tax regime and allocation of tax costs.

When does payment fall due? - Date, condition and schedule.

Can the bonus be verified? - Defined event and statistical source.

Are benefits in kind clear? - Accommodation, transport, meals, insurance and duration.

Can payment be proved? - Invoice, payroll record, bank statement and supporting document.

5.1 Fixed remuneration

The contract must state the amount, currency, gross or net basis, frequency and account. For international relationships, clarify bank charges and exchange rates. Conditions relating to registration, work permits or medical examinations must be checked for legality and the degree of control held by each party.

An annual amount must match the actual number of payment dates. The sporting season and calendar year do not always coincide. For an extension, the contract must specify remuneration for the new period or an objective calculation mechanism.

5.2 Bonuses and incentive payments

An appearance bonus must specify whether substitute appearances, minimum minutes and particular competitions count. Bonuses for collective targets must identify the eligible squad and when the target is achieved. An official source must be specified for individual statistics.

Bonuses under internal rules must be communicated before the relevant period. The club must retain the approved version. The athlete should not accept a substantial component of the package being governed by undefined or retrospectively amendable rules.

5.3 Benefits in kind

Accommodation, a car, meals, transport, tickets or insurance have value only if described. Specify the standard, period, responsibility for utilities and position on termination. Tax treatment requires separate assessment.

5.4 Image rights and sponsorship

Commercial income must not be artificially mixed with sporting remuneration. Image rights or sponsorship agreements must reflect genuine, distinct performance. Payment to an entity other than the athlete requires a legal basis, documentation and tax analysis.

5.5 Evidence and transparency

Payments should be traceable from the contract through the tax document to the bank statement. Generic descriptions, cash and third-party payments increase tax and evidential risks. Athletes should retain contracts, payroll records, invoices and statements centrally.

5.6 Bonuses and evidence of actual remuneration

Each bonus must specify the trigger, official source of the result, payment date and tax treatment. A signing bonus must not be confused with a recoverable advance. Participation bonuses must define whether squad inclusion, taking the field or a minimum number of minutes is sufficient. Target bonuses must address transfer or injury before the season ends.

Where income is split between the club and other entities, the athlete must know who owes each component and whether the obligations are independent. A club's promise that a sponsor will pay the difference is not equivalent to the club owing it directly. Retain offers, annexes, bank statements and tax documents, and assess image rights or sponsorship documents under Chapter 12.

The lawyer's role

The lawyer tests each component against a concrete scenario: who pays, how much, when, on what conditions and with what evidence. For international elements, the lawyer works with a tax specialist without treating contractual wording as an unsupported tax conclusion.

Pointers for legal professionals

Point - Professional assessment

Classification - Contractual claim, employment or independent activity income, potentially image rights or sponsorship income.

Sources - The contract, the law governing the activity, tax legislation and federation payment regulations.

Due date - Distinguish the creation of the right, when payment becomes due, conditions, invoicing and limitation periods.

Evidence - Payroll record, invoice, bank statement, bonus rules and official statistics.

Key point

A financial right is useful if it can be calculated, becomes due at an identifiable time and can be proved.

Sources and further reading: [3], [4], [1], [2]. Titles and official links are in Appendix 4.

CHAPTER 06 6. Unpaid remuneration and ending the relationship with the club

Non-payment and early termination require an orderly response. An outstanding debt must not be confused with an immediate right to terminate. The law, contract and regulations may require notices, cure periods and a particular procedure.

Leaving without taking the required steps may turn a legitimate payment claim into a dispute over termination without just cause. Equally, amicable negotiations do not automatically suspend deadlines for bringing proceedings before the competent body.

Initial checks

Legal question - Document or point to check

What is overdue, and since when? - Contract, due dates, statement and calculation.

Has a complete notice been served? - Content, cure period and proof of receipt.

Does the breach justify termination? - Seriousness, repetition and effect on continuing the relationship.

Are sporting measures involved? - Registration, eligibility to play and potential sanctions.

What is the procedural deadline? - Regulations, contract and law.

6.1 Recovering a debt and terminating the contract are separate claims

An athlete may seek payment of a due debt without seeking to leave the club. Termination requires additional conditions. Strategy therefore starts with the objective: continuing the contract and recovering payment, terminating while preserving claims, or reaching a comprehensive settlement.

Prepare a schedule for each component: due date, gross or net amount, partial payment and balance. Unearned bonuses and estimated costs must not be added as if already due. Image rights and sponsorship documents must be examined to identify the debtor and the payment's true nature.

6.2 Non-payment under FIFA rules

Article 14bis RSTP allows a player to invoke just cause where the club unlawfully fails to pay at least two monthly salaries when due, after written default notice allowing at least 15 days for full payment. For non-monthly payments, the proportionate equivalent of two months applies. Special provisions in valid collective agreements may be relevant.

Separately, Article 12bis concerns payments more than 30 days overdue without a prima facie contractual basis and requires a cure period of at least 10 days. It may support sanctions for late payment, but must not be confused with termination under Article 14bis. A 10-day period sufficient for the former may be insufficient for the latter.

6.3 Non-payment under FRF rules

Article 18(10) RSTJF addresses contractual entitlements unpaid for more than 60 days after their due date. The player gives default notice and allows at least 15 days to pay the due obligations specified. An application to the FRF CNSL or AJF CSJ, as appropriate, must include proof of notice.

More than 60 days is not the same threshold as two monthly salaries under FIFA rules. Check each due date and the text applicable to the relationship. A payment claim may be brought after the due date under the regulations without waiting for the stricter termination conditions. The athlete should not abandon training on the assumption that arrears have already released them from their obligations.

6.4 Default notice and termination notice

The notice identifies the parties, contract, obligations, due dates and sum claimed, allows the correct period and states the intention to use the applicable remedy if the breach continues. Send it to the correct recipient at the specified or recognised address by a method proving both content and service. A conversation with the coach or a public post cannot replace this procedure.

On expiry, check payment and any objection. Coordinate termination notice, proceedings and registration with the new club without assuming that one letter accomplishes all three. A settlement must state whether it ends only the contract or also settles debts, interest and possible damages. A general "no further claims" declaration may affect unpaid amounts.

6.5 Other serious breaches and exclusion from the squad

Just cause may also arise from serious breaches making continuation unreasonable. Article 14 RSTP includes abusive conduct intended to force termination or changes to a contract. Domestically, the RSTJF considers inadequate material, technical and medical conditions and failure to perform in good faith.

Non-selection for a match is generally a technical decision. Prolonged unjustified isolation, denial of suitable training or pressure to waive money require a different assessment. Record the schedule, comparable conditions, messages and duration. Plaku, CAS 2015/A/4286, illustrates scrutiny of the club's conduct; it does not make every separate training arrangement automatic just cause.

6.6 Sporting just cause

Article 15 RSTP concerns an established professional who has appeared in fewer than 10% of the club's official matches during the season. Individual circumstances remain decisive. Termination on this ground must occur within 15 days after the season's last official match. The rule excludes sporting sanctions where its conditions apply, but does not exclude compensation in every case.

The domestic rule in Article 18(10) RSTJF has its own features: actual use is assessed, games missed through proven suspension or medical unavailability are excluded, and the mechanism does not apply to goalkeepers. The application must reach the competent committee within 15 days of the competitive year's last official match, failing which the right is forfeited. These percentages and deadlines must not be transferred to other sports.

6.7 Termination without just cause and the framework after Diarra

Unjustified departure may lead to compensation and sporting consequences. Following the CJEU judgment in Case C-650/22 Diarra and FIFA's interim framework applicable from 2025, liability, loss and any involvement of the new club must be assessed under current rules and evidence. Old presumptions and formulas must not be applied mechanically merely because they appear in historical regulations or earlier decisions.

The protected period, contract date, player's age and extensions may affect the consequences. The new FIFA framework announced for 1 January 2027 is distinct from the regime used in this edition. A compensation clause remains subject to legality and proportionality review and does not justify informally withholding sporting documents.

6.8 Insolvency, the club's dissolution and sporting succession

In insolvency, monitor the opening of proceedings, schedule of claims, deadlines and claim category. Wage claims and claims under a sports activity agreement do not automatically receive the same treatment. A favourable sporting decision does not exempt the creditor from the steps required in insolvency proceedings.

A change of legal entity does not always rule out sporting succession. Sporting identity may be examined through name, colours, badge, registered office, stadium, management, players, supporters and competitive continuity. No single indicator automatically establishes the new club's liability. Sporting succession serves a regulatory purpose and must be distinguished from civil-law succession to assets and liabilities.

The FIFA Fund for Football Players may support certain unpaid remuneration claims, subject to the programme's conditions and eligibility period. It is not universal salary insurance and does not guarantee full payment. Retain recovery files, decisions and evidence that enforcement is impossible even if the former club has ceased operating.

The lawyer's role

The lawyer checks the grounds for notice, termination and interim measures, builds the chronology, quantifies claims and safeguards deadlines. Where settlement is possible, the agreement must address payment, sporting documents, waivers and enforcement jurisdiction.

Pointers for legal professionals

Point - Professional assessment

FIFA - RSTP Article 12bis: more than 30 days overdue and at least 10 days' notice; Article 14bis: at least two monthly salaries and at least 15 days to remedy. These procedures are not equivalent.

FRF - RSTJF Article 18(10)-(12): more than 60 days from the due date for the special non-payment termination ground, at least 15 days' notice and proof of service.

Sporting just cause - RSTP Article 15 and RSTJF Article 18(10): the 10% threshold, differing conditions and a 15-day period linked to the last official match.

Claims and evidence - Separate heads for payment, termination, compensation and costs; complete contract, verified balance, communications and chronology. Establish jurisdiction before choosing the procedure.

Enforcement - RSTJF Article 37, FIFA's mechanism applicable to the decision and, separately, civil enforcement or insolvency. Sporting succession must be proved, not inferred from a name.

Key point

Termination is a procedure, not a reaction. Verify the debt, notice, just cause and jurisdiction before departure.

Sources and further reading: [3], [4], [13], [18], [23], [25], [26], [29], [32]. Titles and official links are in Appendix 4.

CHAPTER 07 7. The sports agent and representation agreement

An agent facilitates opportunities and assists negotiations, but the scope of the engagement must be clear. The athlete needs to know who the agent's client is, the agreed services, whether representation is exclusive, who pays and when commission becomes payable.

Agent regulation varies between sports. In football, the FFAR and national regulations create a detailed framework also subject to EU law and national court scrutiny. Clauses used in another jurisdiction or sport should not be copied without review.

Initial checks

Legal question - Document or point to check

Does the agent hold the required authorisation? - Licence, register and status when services are provided.

Who is the client? - Agreement and actual role in the transaction.

Which services are included? - Negotiation, communication, scouting and ancillary activities.

How is payment calculated? - Basis, rate, due date, tax and trigger.

Is there a conflict or multiple representation? - All parties, interests and consents.

7.1 Choosing an agent

The athlete should verify the licence in the official register and discuss relevant experience, territory and working methods. A promised transfer does not establish professional competence. Check the individual actually providing the services, not only the agency's brand.

References, conflict policies and communication matter before granting exclusivity. For a minor, parents must also check special rules on the timing of an approach and the agent's training.

7.2 Duration of representation and limits on exclusivity

The agreement identifies the licensed agent, client, services, duration and remuneration. Specify whether the agent may negotiate only or also sign. The licence belongs to the individual: connect the agency brand and invoicing company to the person providing reserved services.

For players or coaches, Article 12(3) FFAR sets a maximum two-year term, with continuation requiring a new agreement. Automatic renewal clauses must not extend the relationship, including by restarting the term when a transfer occurs. The negotiated sports contract's duration and the representation period are separate matters.

Exclusivity must be defined by service, territory and transaction. Under the FFAR, an individual may negotiate and conclude a transaction personally; clauses restricting or penalising this are incompatible with Article 12(13). This does not automatically extinguish a claim for services already provided and payable under a valid agreement.

Before concluding or amending the agreement, the agent informs the player or coach in writing of the opportunity to obtain independent legal advice and obtains confirmation that advice was sought or declined. A confirmation form does not itself cure an unlawful clause.

7.3 The agent’s remuneration

Define the calculation basis precisely: eligible remuneration, gross or net amount, bonuses and period. Specify whether payment depends on signing, registration or actual receipt by the athlete. The invoice must match the service and agreement.

In football, certain FFAR provisions on payment, caps and representation have been litigated. The CJEU’s RRC Sports judgment of 16 July 2026 provides important criteria, but practical application must be checked against the latest FFAR, FIFA communications and relevant national rules.

7.4 Conflicts of interest

Payment of commission by another party does not automatically change the client’s identity. The agent must disclose relevant interests and obtain required consents where multiple representation is permitted. Consent must precede the representation and follow meaningful disclosure.

The athlete may obtain independent legal advice. The lawyer examines the effects of representation and commission but must not be described as an agent unless meeting the regulatory requirements for reserved services.

7.5 Ending the representation agreement

The agreement must address notice, remediable breaches, ongoing negotiations and handing over documents. An agent must not withhold information needed by the athlete to protect their rights. The athlete should understand any commissions continuing after termination.

7.6 Multiple agents and payment after representation ends

Where several agents are involved, documents must show whom each represents, at which stage and who pays them. Agent cooperation must not create hidden duplicate liabilities for the athlete. Resolve overlapping exclusivity, previously introduced opportunities and fees for the same transaction before the new engagement.

Instalments payable after representation expires may relate to validly completed earlier services. They do not automatically continue the agent’s exclusive appointment. Identify the transaction generating the debt, its basis and due dates, the effect of changes to the sports contract and circumstances ending payment obligations. A fee does not create a right to control the next transfer.

A sum labelled commission but calculated to give a third party rights in a future transfer fee also requires assessment under the TPO prohibition. Its accounting label is insufficient to rule out the issue. Scouting and promotion agreements cannot allow an unlicensed person to provide services reserved to agents.

7.7 Applicable rules and provisions affected by suspension

Some FFAR provisions were temporarily suspended, as announced in FIFA Circular No. 1873 and subsequent communications. Affected areas include caps and payment mechanisms, certain multiple-representation rules and jurisdictional provisions. This guide does not present Article 15 percentages as universally enforceable caps without checking their status.

The CJEU's RRC Sports judgment of 16 July 2026 examines compatibility with EU law. It must not be read as automatically reinstating every suspended provision in every country. Before signing or bringing proceedings, compare the judgment, FIFA communications, court measures and national regulations. The absence of an applicable cap does not remove disclosure duties, the need to prove services or compliance with contract law.

The lawyer's role

The lawyer explains the engagement structure and checks the agent's authorisation, conflicts and jurisdiction. In a transaction, the lawyer verifies that services and invoices match the agreement and that records allow the negotiation to be reconstructed.

Pointers for legal professionals

Point - Professional assessment

Form and duration - FFAR Articles 11-13; written agreement; maximum two years for a player or coach; new agreement for continuation; special conditions for minors.

Client independence

Article 12(4) on information about legal advice and Article 12(13) on personal negotiation. Payment for earlier services is not an extension of representation.

Applicability - Read the FFAR and Circular No. 1873 with subsequent measures and CJEU Case C-209/23. The Agents Chamber's operation cannot be inferred merely from its place in the organisational chart.

Evidence - Agreement, licence, consents, introduced offers, correspondence, actual services, commission basis, invoices and receipts.

Key point

Before signing, the athlete should be able to answer four questions: who represents them, for what purpose, until when and at what cost.

Sources and further reading: [3], [14], [24], [18], [31]. Titles and official links are in Appendix 4.

CHAPTER 08 8. The lawyer and the athlete's support network

An athlete's career is supported by people with different responsibilities: parents, coaches, agents, doctors, fitness trainers, psychologists, accountants and lawyers. Cooperation works only when each understands their limits and important information reaches the right professional in time.

The lawyer does not choose sporting tactics, prescribe treatment or promise a transfer. Their role is to identify the legal effects of decisions, check documents and applicable rules, prevent disputes and preserve the athlete's options when problems arise.

Initial checks

Legal question - Document or point to check

Who advises the athlete? - Name, profession, client and scope of engagement.

Who may make decisions? - Athlete, legal representative or authorised person.

Are interests divergent? - Fee payer, other engagements and links with the club.

Who holds the records? - Contracts, medical records, notices and dated regulations.

Is there an urgent issue? - Appeal deadline, registration, anti-doping control or injury.

8.1 One support team, different roles

The coach is responsible for technical preparation, the doctor for medical assessment, the agent for permitted representation services and the lawyer for legal analysis. A recommendation does not automatically transfer responsibility or authorise work beyond professional competence.

The athlete must know whom to approach and who confirms the solution. For sensitive matters, record instructions and decisions: which product was recommended, which document was sent, which deadline expires and who will act.

8.2 The lawyer's independence

The lawyer must identify the client before reviewing documents. Payment by the club, agent or parent does not alone determine who receives the service. Explain the engagement, confidentiality and potential conflicts to everyone involved.

Independent advice is especially important for long-term contracts, termination, international transfers and waivers. The same commercial arrangement may have different consequences for the athlete and the club.

8.3 When to involve a lawyer

Legal assistance is more effective before signing or serving notice. Once a deadline expires, a document is registered or information disclosed, options may narrow. The athlete should not wait for litigation to check jurisdiction and evidence.

In an emergency, the first step is preserving rights rather than making accusations: obtain the reasoned decision, save communications, check the deadline, request the file and avoid public statements that might undermine the defence.

8.4 Coordination where a minor is involved

Parents retain a central role but should distinguish emotional support from legal negotiation. The minor must be heard and informed in age-appropriate language. Clubs, agents and lawyers should not use sporting urgency to reduce consent to a formality.

8.5 Career records

Athletes should keep their own archive of contracts and amendments, registration records, sporting passport, insurance, medical records, image-rights declarations, notices and decisions. Access should not depend solely on the agent's account or the club's system.

8.6 Clear engagements and the athlete's control over decisions

The coach decides sporting preparation, the doctor takes responsibility for medical recommendations, the agent provides permitted representation services and the lawyer assesses legal effects. For a transaction, appoint someone to coordinate documents and confirm who may accept the offer. A professional paid by the club does not necessarily act independently for the athlete.

The athlete and, where appropriate, parent must receive essential information before deciding. Limit powers of attorney by transaction, duration and authority, particularly for signing, receiving money, settlement and waivers. Originals and account access should not be handed over without a reason and record. Send urgent communications to both the rights-holder and designated person without silently transferring personal responsibility.

The lawyer's role

The lawyer maps the relationships, defines engagements and checks the proposed decision's civil, regulatory and procedural validity. They may coordinate specialists without replacing medical, technical or tax expertise.

Pointers for legal professionals

Point - Professional assessment

Engagement - Record the client, subject, limits, confidentiality and person authorised to give instructions in writing.

Conflicts - Check links with the agent, club, parents and other athletes involved.

Urgency - Short sporting deadlines require immediate review of the decision, service and appeal route.

File - Chronology, contract versions, dated regulations and evidence of every communication.

Key point

An athlete may have many advisers, but decision-making responsibility must be clear and each recommendation must come from the appropriate professional.

Sources and further reading: [3], [5], [14]. Titles and official links are in Appendix 4.

CHAPTER 09 9. Registration, eligibility and participation in competitions

The right to compete does not follow solely from sporting ability or a contract. Athletes must be registered and eligible under the rules of the sport, competition and, sometimes, age or nationality category.

An ineligibility decision may have immediate effects that are difficult to reverse. Check documents and deadlines before entry, and prepare any challenge without waiting for the competition to take place.

Initial checks

Legal question - Document or point to check

Who organises the competition? - Federation, league, club or private organiser.

Which regulations apply? - Edition and amendments valid for that season.

Is the athlete registered? - Register, licence, registration card and eligibility confirmation.

Is there a special condition? - Age, sex, nationality, residence, category or qualification.

How is refusal challenged? - Competent body, deadline, fee and suspensive effect.

9.1 Sporting registration and competition entry

Sporting registration establishes the formal link with the sports organisation and federation. Entry for a competition may be separate. Check the contract, registration and actual eligibility to participate independently.

Athletes should request confirmation of their status and check recorded details. Errors in identity, date of birth, nationality or club history may obstruct a later transaction.

9.2 Eligibility requirements

Eligibility may depend on age limits, sporting criteria, qualification periods, medical rules, disciplinary status or national-team representation rules. The requirement must have a basis in applicable rules and be interpreted consistently with higher-ranking provisions.

For selection based on technical judgement, legal review does not replace sporting expertise. It may nevertheless address authority, procedure, equal treatment, reasons and compliance with published criteria.

9.3 Refusal and challenge

The athlete should request a written decision stating its regulatory basis and appeal route. Time may run from notification, and a short competition may require interim relief. Informal discussions generally do not suspend the deadline.

The challenge must identify standing, the breached rule, requested remedy and urgency. If participation cannot be restored in time, other remedies may remain, depending on jurisdiction and proven loss.

9.4 Football-specific issues

In football, player registration, transfer windows, competition lists, suspensions and locally trained player requirements may apply simultaneously. Clubs must check not only submission but validation in the competent system.

Fielding an ineligible player may expose the club to sanctions and affect the result. Athletes should retain evidence of information supplied and confirmation received from the club.

9.5 The three-club rule and actual eligibility to play in football

Article 5 RSTP generally permits registration with a maximum of three clubs per season, but official match appearances for only two. Exceptions, including overlapping seasons, have their own conditions. Calculate by season and relevant appearances: signing a contract is not registration or playing in an official match.

Before an offer, obtain the full registration and match history, including reserve teams. A team's name or a competition's apparently secondary status does not justify disregarding an appearance. An error may leave a player paid but unable to play. Check before the transaction, not merely when preparing the team sheet.

9.6 Registration windows and the international certificate

A contractually free player is not automatically registrable on any day. Article 6 RSTP and association rules establish windows and exceptions for certain expiry or termination situations and other regulated categories. Document the exception. When changing from amateur to professional, do not assume an amateur window permits professional registration.

For an international transfer, clubs and associations complete TMS operations and the international transfer certificate (ITC) procedure. Football Connect serves domestic records and has a different role. Confirmation that a file was sent does not prove that all data matched or that the ITC request was made in time.

Retain submission confirmations, timestamps and error messages. Sporting registration and financial disputes follow separate procedures; the ITC must not become informal security for payment. The new club cannot promise eligibility before checking that the competent body has completed registration.

The lawyer's role

The lawyer identifies the applicable rule, challengeable act, standing and remedy still obtainable in time. In urgent cases, jurisdiction and suspensive effect are assessed before developing substantive arguments.

Pointers for legal professionals

Point - Professional assessment

Classification - Registration act, eligibility decision, technical selection or sanction for fielding an athlete.

Sources - Federation regulations, competition rules, statutes and relevant international rules.

Jurisdiction - Internal committee, appeal body, sports arbitration or court, depending on the applicable rule.

Measures - A stay or interim relief must be expressly requested and justified by urgency and risk.

Key point

A contract and sporting preparation do not guarantee participation. Registration, entry and eligibility must be confirmed before competition.

Sources and further reading: [1], [18], [13], [29], [26]. Titles and official links are in Appendix 4.

CHAPTER 10 10. Transfers and changing clubs

Changing clubs combines termination or continuation of a contract, registration formalities and sometimes payments between organisations. Before making commitments, the athlete must know whether they are contractually free, can be registered and need approvals.

An agreement between clubs is not, by itself, the athlete's consent. Equally, the athlete's agreement with the new club does not automatically end the previous relationship. The transaction must be considered as a whole and documented in the correct order.

Initial checks

Legal question - Document or point to check

Is the current contract in force? - Duration, renewal, options and notices.

How does the relationship end or continue? - Agreement, expiry, loan or justified termination.

Is a registration window open? - Competition dates and exceptions.

Who pays, and for what? - Transfer fee, training rewards, solidarity, charges and agent.

Is there an international element or a minor? - Approvals, certificate, immigration and protection.

10.1 Contractual freedom and sporting status

Athletes must check the exact expiry date, extension clauses and notice conditions. A unilateral option is not valid simply because of its label: wording, consideration and the regulatory framework require assessment.

Where the relationship is disputed, the new club must be informed of the risk. Provisional or definitive registration may follow a separate route from a compensation dispute.

10.2 Permanent transfers and loans

A permanent transfer may involve an inter-club agreement, a new athlete contract and federation formalities. A loan or temporary transfer must specify duration, payment, recall rights, injury, call-ups and any option for a permanent transfer.

All documents must align: the athlete's pay and bonuses, the clubs' cost contributions, insurance policies and jurisdiction must describe the same transaction.

10.3 Payments and training mechanisms

Some sports provide for transfer fees, training compensation or solidarity mechanisms. Identify the basis, beneficiary and due date separately. Training clubs should retain records of relevant periods and expenditure.

Athletes must not assume that every inter-club payment belongs to them or may be charged to them. Contracts and regulations determine the beneficiary and conditions.

10.4 International transfer risks

An international element adds applicable law, residence and work permits, tax, insurance, translations and document recognition. The arrival date must align with sporting approval and the actual existence of the contract.

For a minor, the exception to the international transfer prohibition must be approved before registration. A family's plans cannot rely solely on verbal assurances that documents will be accepted later.

10.5 Transfer conditions and a failed transaction

An inter-club agreement may allocate transaction risks, but the player's contract requires separate analysis. In football, Article 18(4) RSTP prohibits making its validity conditional on a medical examination or work permit. The club must undertake necessary medical checks before signing. A transfer-agreement clause must not be copied automatically into the player's contract.

If registration fails, examine responsibility for formalities, which document was late and available remedies. The contract should address costs, accommodation and the athlete's position pending clarification. Neither administrative delay nor an inter-club dispute alone determines all remuneration consequences.

10.6 Negotiations before expiry and loans

In football, Article 18(3) RSTP requires the interested club to notify the current club in writing before negotiating with the professional. The player may conclude a contract with another club once the current contract has expired or has no more than six months remaining. This does not authorise breaches of current obligations or an agent inducing unjustified termination.

A loan must specify who pays remuneration, how bonuses and treatment costs are allocated, injury arrangements and whether early return is possible. The inter-club agreement should not leave the athlete pursuing two debtors who each deny responsibility. Sub-loans, subsequent transfers and duration must comply with applicable regulatory restrictions.

The lawyer's role

The lawyer reviews the contractual chain and signing sequence, aligns conditions and allocates liability if the transfer fails. For the athlete, this includes the old contract's status, not merely the new offer's attractiveness.

Pointers for legal professionals

Point - Professional assessment

Classification - Termination, assignment or inter-club agreement, new contract and registration formalities.

Sources - Contracts, applicable law, national and international regulations and competition rules.

Conditions - RSTP Article 18(4) for the player's contract; separate risk allocation in the transfer agreement. Contractual validity and eligibility are distinct.

Evidence - Offers, authorisations, agreements, payment records, system confirmations and sporting history.

Key point

A successful transfer requires three separate confirmations: the old contract's status, the validity of new agreements and actual entitlement to registration.

Sources and further reading: [3], [13], [17], [18], [16], [29]. Titles and official links are in Appendix 4.

CHAPTER 11 11. Football in focus: contracts, transfers and the FIFA system

Football provides a detailed example of interaction between contracts, federation regulations and sporting jurisdiction. The RSTP, FFAR, FIFA Clearing House regulations and national association rules form a system that must operate alongside national and EU law.

Extensive case law makes this field valuable for sports law specialists, while requiring them to track developments. CJEU judgments and FIFA's new transfer framework show sporting rules evolving under external legal scrutiny.

Initial checks

Legal question - Document or point to check

What is the relationship's dimension? - National or international under the regulations.

Which RSTP and RSTJF versions apply? - Event date, season and transitional provisions.

Is contractual stability involved? - Protected period, just cause and consequences.

Are training rewards due? - Player passport and club history.

Has the agent complied? - Licence, engagement, conflicts, reporting and remuneration.

11.1 The regulatory system

The RSTP governs player status and eligibility, contractual stability, international transfers and training mechanisms. FRF rules govern national relationships and implement FIFA requirements. Competition rules and competent bodies' decisions complete the analysis.

Archive the official version when opening the file. In June 2026, FIFA approved a new transfer framework with principal rules announced for 1 January 2027. Earlier events must not be assessed retrospectively under the new text without a transitional basis.

11.2 Contractual stability

Contracts must be respected, and early termination may generate compensation and sporting sanctions. Just cause is assessed individually, considering the breach's seriousness, notices and conduct. Consequences for the new club require separate assessment.

In Diarra, the CJEU found that certain elements of FIFA's former mechanism concerning compensation, the new club's joint liability and the international certificate unjustifiably restricted free movement and competition. The effect on an individual case depends on the rules applicable in time and the remedy sought.

11.3 FIFA training compensation and solidarity contribution

Training compensation under Article 20 and Annex 4 RSTP arises, subject to the regulations, on first registration as a professional and subsequent international transfers until the end of the calendar year of the player's 23rd birthday. The relevant training period is generally ages 12 to 21. Do not confuse the age triggering payment with the years used in calculation.

First professional registration requires examination of the training-club history; subsequent transfers generally concern actual training at the former club. The new club's category affects FIFA calculations, with special rules for early training years and certain EU/EEA transfers. Exclusions and conditions concerning the former club's offer apply, including the 60-day deadline in cases governed by Annex 4. Do not use FRF's domestic scale to calculate a FIFA obligation.

The solidarity contribution under Article 21 and Annex 5 is 5% of the relevant compensation for a professional's transfer during their contract, distributed among clubs providing training between the calendar years of the 12th and 23rd birthdays. Each year from ages 12 to 15 represents 5% of the solidarity fund; each year from 16 to 23 represents 10% of that fund. Incomplete periods are apportioned.

Illustration only: on a €1,000,000 basis, the 5% fund is €50,000. A full year corresponding to age 16 represents 10% of that fund, or €5,000, not 10% of the whole transfer fee. Actual calculation depends on exact periods, payment types and player history. The clubs should specify whether the negotiated amount includes solidarity to avoid interpretation disputes.

Certain domestic transfers may have an international solidarity element where a training club belongs to another association. Conditional payments and sell-on percentages require checks on the trigger and calculation basis. Training rewards are distinct from a negotiated player percentage or agent remuneration.

11.4 Football agents

The FFAR governs access to the profession, services, representation agreements, conflicts and reporting. Some provisions have been challenged in several jurisdictions. The CJEU's RRC Sports judgment of 16 July 2026 provides criteria for justifying certain restrictions but does not replace checking the text and measures applicable to each situation.

Before invoicing, verify the client's identity, actual service, transaction and current rule. An agent's licence does not automatically validate an unclear clause or undisclosed conflict.

11.5 FIFA jurisdiction and the connection with CAS

The Dispute Resolution Chamber hears player-club contractual categories with an international dimension and training-reward disputes assigned by the RSTP. The Players' Status Chamber has separate powers, including certain inter-club and coach disputes and regulatory applications. Agents have a separate regime: the Agents Chamber's existence alone does not establish that applications are available amid FFAR suspensions.

The FIFA Football Tribunal is not an anti-doping tribunal or a general appeal body for FRF decisions. CAS appeals depend on an enabling rule, the challenged decision and exhaustion of required internal remedies. Chapter 14 and Annex 2 map the routes and principal deadlines.

11.6 TPO, TPI and bridge transfers

Article 18bis RSTP prohibits agreements allowing another club or third party to influence a club's independence in employment and transfer matters, policies or team performance. Funding that gives a sponsor a veto over selection or transfers must be assessed as potential prohibited influence, not merely a commercial issue.

Article 18ter concerns agreements giving a third party rights in compensation for a future transfer or other transfer-related rights. Loans, sponsorship and commission must not circumvent the prohibition. Analysis concerns the agreement's economic and legal substance, not its title.

Article 5bis addresses bridge transfers using intermediate registration to circumvent rules or defraud a person. Two consecutive transfers within 16 weeks create a regulatory presumption rebuttable by evidence. Not every rapid sequence is automatically unlawful, but clubs must demonstrate the transaction's real purpose and documentation.

The lawyer's role

The lawyer aligns contracts, registrations and regulations, tracks changes over time and develops the strategy for the competent forum. In football, a legal opinion must clearly distinguish domestic from international situations and applicable law from sporting regulations.

Pointers for legal professionals

Point - Professional assessment

Sources - RSTP, FFAR, Clearing House rules, FIFA and FRF statutes, RSTJF and contracts.

Case law - FIFA Football Tribunal, CAS, national courts and CJEU, with attention to temporal effects.

Jurisdiction - Test the international dimension, dispute category and jurisdiction clause or rule.

Updating - Monitor the new FIFA 2027 framework and any transitional rules before using this guide.

Key point

Football law is detailed and well documented, but no single regulation provides the whole answer: contracts, national law and case law must be read together.

Sources and further reading: [13], [18], [15], [17], [23], [24], [25], [29], [30], [31]. Titles and official links are in Appendix 4.

CHAPTER 12 12. Image rights, sponsorship and public communications

An athlete's image has personal and economic dimensions. Clubs, federations, sponsors and organisers may hold different rights over photographs, names, voices, kit and competition-related content. Define these rights before publication and monetisation.

An athlete's post may engage sponsor obligations, team rules, advertising requirements and data protection. Treat public communication as part of the contractual relationship without placing every personal opinion under unlimited club control.

Initial checks

Legal question - Document or point to check

Which right is granted? - Image, name, voice, trade mark, content or exclusivity.

To whom, and for how long? - Beneficiary, territory, channels and post-contract period.

Is use individual or collective? - Athlete alone, team, competition or squad.

Is there a sponsor conflict? - Competing categories, kit and compulsory appearances.

Are minors or medical data involved? - Specific consent and heightened protection.

12.1 The right to one's own image

Image use needs a clear basis and defined purpose. Specify exclusivity, sublicensing, channels and whether materials may remain public after termination. Blanket wording permitting any use, anywhere and at any time requires critical scrutiny.

Competition participation may involve capturing and broadcasting images for journalistic or broadcasting purposes. Separate use in a commercial campaign may require a distinct basis. A publicly available photograph is not automatically free to use in advertising.

12.2 Club and athlete rights

Clubs may seek rights to promote the team and partners. Athletes may retain individual rights and personal agreements within accepted exclusivity limits. Distinguish individual from collective image use and specify the appearance schedule.

Athletes cannot use club kit, insignia or trade marks in personal campaigns without permission. Conversely, clubs must assess whether use of an athlete's name goes beyond institutional promotion into separate commercial exploitation.

12.3 Sponsorship, advertising and remuneration for sporting activity

A document's title does not determine its legal regime. Sponsorship under Law No. 32/1994 supports non-profit activities through money or material goods and requires an eligible beneficiary. An individual must be domiciled in Romania and have their activity recognised by a non-profit organisation or public institution in the field. Not every payment to an athlete qualifies as sponsorship under this law.

Promotion of a sponsor's name, brand or image under Article 5 differs from commercial advertising supplied for a price. A package of posts, advertisements, appearances and sales targets may require a commercial promotion agreement. Where image exploitation is authorised, define the licence and remuneration separately. Classification affects taxation, obligations and remedies.

If payment actually rewards training and participation for a sports organisation, the document may concern a sports activity relationship or part of its remuneration. Classification depends on the parties, subject matter, performance and connection to the main contract. A commercial sponsor purchasing advertising does not automatically become an employing club; simply requiring a logo does not turn every sponsorship into a sports activity agreement.

Hypothetical example: a club promises total monthly income but records only part in the sports contract, with the balance payable by a partner company as "sponsorship". The athlete must clarify whether the company has its own obligation, what it pays for, when it may stop and whether the club guarantees the difference. If payments cease, the coach calling them salary does not establish the debtor or jurisdiction.

12.4 Personal and medical data

Image, location, performance and medical information may be personal data. Clubs must establish processing purposes and legal bases, access, retention and transfers to platforms or partners. Medical data is subject to stricter rules.

Consent is not the only possible legal basis and should not be used formally where genuine choice is absent. Information must be separate, intelligible and, where relevant, adapted to a minor athlete.

12.5 Crisis communications

Before speaking about a dispute, injury or investigation, the athlete and club should consider confidentiality, the presumption of innocence, reputation and procedural strategy. Public messaging must neither replace legal notice nor disclose documents intended as evidence.

12.6 Injury, transfers and commercial exclusivity

The commercial agreement must distinguish promises within the athlete's control from guarantees of sporting results. Injury, suspension and club changes may affect exposure but do not automatically justify repayment of all support. Negotiate suspension of obligations, schedule adjustments and termination effects in light of services already performed.

Define exclusivity by product category, territory, period and use context. Compare personal sponsorship, club sponsorship and competition rules. Athletes cannot promise advertising space on kit controlled by the club or organiser. Distinguish individual advertising use from collective team appearances.

Reputation clauses should use verifiable events and criteria, with notification procedures and proportionality. Opening an investigation should not automatically equal a final decision. Address removal of materials, stock and archives after termination without assuming an unlimited image licence.

The lawyer's role

The lawyer distinguishes personal image rights, commercial licensing and data protection, checks exclusivity and approval procedures and develops proportionate remedies. For minors, representation and the child's interests require separate review.

Pointers for legal professionals

Point - Professional assessment

Classification - Law No. 32/1994, Articles 1, 4 and 5; Civil Code Articles 73-75; Law No. 69/2000 for the actual sports activity relationship.

Analysis - Eligible beneficiary, payment purpose, reciprocal performance, debtor identity, club connection and distinct image rights.

Risks - Tax or civil reclassification, third-party non-payment, incompatible exclusivity and disproportionate repayment.

Evidence - Connected contracts, overall offer, performance schedule, approvals, published materials, invoices and payments.

Key point

An athlete's image rights should not be granted through one blanket formula. Purpose, channels, duration, exclusivity and remuneration require separate treatment.

Sources and further reading: [3], [8], [9], [5], [1]. Titles and official links are in Appendix 4.

CHAPTER 13 13. Anti-doping: responsibility, procedure and jurisdiction

Anti-doping rules apply across many sports and start with personal responsibility for substances found in the body and compliance with procedural duties. Lack of intent does not automatically exclude a violation, but may affect the sanction under the World Anti-Doping Code.

Prevention requires an organised approach: checking medicines and supplements, recording recommendations, updating whereabouts and responding immediately to notices. Family, coaches, agents and medical staff can help, but responsibility remains with the athlete.

Personal anti-doping protocol

Legal question - Document or point to check

Has the product been checked? - Exact name, ingredients, batch and applicable List.

Is a TUE needed? - Diagnosis, treatment, application and approval timing.

Is the supplement documented? - Sealed packaging, receipt, batch, photographs and risk assessment.

Are whereabouts current? - Time slot, location, travel and changes.

Has a notice arrived? - Time, documents received, B sample, deadline and person contacted.

13.1 The 11 categories of anti-doping rule violations

Article 2 of the World Anti-Doping Code distinguishes eleven categories, each with specific elements. Some can also be committed by athlete support personnel or others. The following explains the mechanisms without replacing the Code's definitions and evidential standards.

1. Presence of a prohibited substance. Article 2.1. A substance, its metabolites or markers in an athlete's sample may establish a violation without proof of intent. Sample rules, decision limits and authorised situations apply.

2. Use or attempted use. Article 2.2. This concerns prohibited substances and methods. Proof need not be a positive analytical finding: documents or other admissible evidence may suffice.

3. Evading, refusing or failing to submit to sample collection. Article 2.3. Notification, conduct and any compelling justification are assessed. Athletes should not decide for themselves that a test does not apply and leave the procedure.

4. Whereabouts failures. Article 2.4. Any combination of three missed tests and/or filing failures within 12 months may constitute a violation for an athlete in a registered testing pool. Each incident has its own conditions.

5. Tampering or attempted tampering. Article 2.5. Intentional interference with doping control may concern samples, documents, explanations or other procedural elements. Altering evidence after notification may create a separate issue from the original allegation.

6. Possession. Article 2.6. Possession by an athlete or support personnel is assessed by substance or method, competition context and permitted justifications, including a valid therapeutic use exemption.

7. Trafficking or attempted trafficking. Article 2.7. Distribution and movement of prohibited substances or methods may create liability for athletes or others under the Code's definition.

8. Administration or attempted administration. Article 2.8. This concerns administration to an athlete, distinguishing competition-related and permanent prohibitions. A person recommending or administering is not protected simply because they do not compete.

9. Complicity or attempted complicity. Article 2.9. Assistance, encouragement, concealment and other intentional involvement may create separate liability. Mere proximity to an athlete is not necessarily complicity.

10. Prohibited association. Article 2.10. This concerns professional or sporting association with specified support personnel in Code-defined circumstances, subject to knowledge requirements and other conditions. It is not a blanket ban on social contact.

11. Discouraging reporting or retaliation. Article 2.11. Threats preventing good-faith reporting and retaliation against those reporting to relevant authorities may constitute independent violations.

Strict liability for presence does not mean every violation is established unconditionally or that sanctions are identical. Establishing the violation, intent, fault and consequences are separate stages. Contamination must be proved and does not automatically exonerate.

13.2 The Prohibited List and administration methods

Check the List edition applicable on the relevant date. It distinguishes substances prohibited at all times, in competition and in particular sports. A medicine permitted in one context may be problematic in another, and the same brand may have different formulations across countries.

The administration method matters independently of the ingredient. Section M2 of the 2026 List prohibits intravenous infusions and/or injections exceeding 100 ml in total per 12-hour period, except those legitimately received during hospital treatment, surgical procedures or clinical diagnostic investigations. A recovery infusion is not automatically exempt merely because a doctor administers it.

In an emergency, necessary treatment must not be delayed for sporting formalities. Retain medical records and immediately check anti-doping requirements, including whether a retroactive exemption is necessary and available. This guide does not recommend treatment; medical decisions belong to qualified professionals.

13.3 Therapeutic use exemptions

A therapeutic use exemption (TUE; SUT in Romanian) authorises otherwise prohibited substances or methods subject to its conditions. A prescription and diagnosis do not replace it. The file must demonstrate medical necessity and compliance with the International Standard, not merely state that a doctor recommended treatment.

National-level athletes check ANAD procedures; international-level athletes check their international federation's rules. For events, also verify recognition by the event's competent authority. An exemption issued under one system must not be assumed sufficient for every competition.

Apply before use where rules require and circumstances permit. Retroactive approval has limited conditions, including certain emergencies or exceptional situations; it is not a routine compliance plan. Update the file when dosage, duration or diagnosis changes as required by the authorisation and Standard.

13.4 Supplements and documenting the decision to use them

Supplements may be contaminated or incompletely labelled. Batch certification can reduce risk without guaranteeing the absence of every prohibited substance. First ask whether the product is necessary. Assess the recommendation with the doctor or qualified specialist, the product's history and anti-doping risk.

Retain the exact product name, packaging photographs, batch, purchase evidence and recommendation. Where possible, preserve the packaging and an identifiable quantity from the batch appropriately. Documentation alone neither prevents a violation nor guarantees a reduced sanction, but enables source investigation without approximate reconstruction.

Athletes should check the products declared at testing. A familiar person's verbal recommendation or previous incident-free use does not establish a new product's safety. Support staff should coordinate to avoid incompatible or undocumented recommendations.

13.5 Whereabouts and availability for testing

Whereabouts duties depend on inclusion in the relevant testing pool and notification of applicable rules. Registered testing pool information includes schedules, accommodation and activity locations, plus a daily 60-minute slot when the athlete must be available at the stated place. Testing is not confined to that slot.

Distinguish a filing failure, concerning required information, from a missed test, concerning availability requirements. Three incidents within 12 months does not mean three positive samples, nor that the first two may be ignored.

Delegating ADAMS administration to an agent, parent or other team member does not transfer the athlete's responsibility. A hotel change, early return from a training camp or changed journey must be followed by an update. Athletes should check that changes were saved and that the details allow them to be located.

On receiving an incident notice, retain the change history, reservations, tickets and relevant communications. Request records and submit observations within the stated period. Daily personal checks and extra checks before travel are reasonable organisational measures, not a legal guarantee against every incident.

13.6 From testing to hearing

The process may include testing, analysis, results review, notification, provisional suspension, investigation and charge. Availability of a B sample and how to request analysis depend on sample type and applicable rules. The notice deadline is distinct from a possible appeal deadline.

Retain the doping control form and record relevant observations during the procedure. Assistance, laboratory documentation, expert consultation and arguments about departures from standards are available under applicable conditions. A procedural irregularity does not automatically invalidate the result: its relevance and effect on the evidence must be assessed.

Accepting a charge, waiving a hearing or agreeing consequences may have significant effects. Before signing, clarify admitted facts, ineligibility, disqualified results and other organisations' appeal rights. Prevention aims to avoid this situation; once proceedings begin, coordinate legal and scientific assistance.

13.7 Mapping anti-doping jurisdiction

First identify the testing authority, results management authority and hearing body; these may differ. Testing location and nationality do not alone determine the route. International status follows the applicable definitions and rules.

Situation - First competent stage - Appeal

ANAD-managed case without the international criterion

ANAD manages results; the Hearing Commission determines a contested charge.

Appeal to the Appeal Commission under Articles 111-112. Subsequent CAS access is not general.

International-level athlete or international-event case within Article 61(3)

ANAD or the Hearing Commission, depending on the act.

Exclusive appeal to CAS for the parties and under the conditions in Articles 113-114.

Case managed by an international federation or delegated body

The hearing body designated by that organisation's rules.

The route under applicable rules, generally CAS for international cases.

CAS Anti-Doping Division at first instance

CAS ADD only where an agreement or applicable rules confer jurisdiction.

The appeal permitted by ADD rules and the applicable framework. ADD is not ANAD's national appeal body.

Nationally, the Hearing Commission examines contested ANAD charges and applications assigned by law, including provisional suspension matters. The Appeal Commission has a separate role. Under Article 61(3) of Law No. 310/2021, ANAD or Hearing Commission decisions are appealable exclusively to CAS, bypassing the national Appeal Commission.

Article 113(1) permits CAS appeals against Appeal Commission decisions only by entities listed in Article 111(1)(c), (d) and (g): the international federation, IOC/IPC where specified, and WADA. The national route therefore does not give every athlete another general CAS appeal. WADA has its own rights and deadlines.

International tennis or cycling cases start with ITIA or UCI rules and applicable delegations, not an assumption that ANAD handles every Romanian citizen′s case. Football anti-doping proceedings do not go to the contractual chambers of the FIFA Football Tribunal.

13.8 Deadlines and effects of decisions

For the national appeal under Article 111 of Law No. 310/2021, the ordinary deadline for entities in paragraph (1)(a)-(f) is 21 days from notification. Provisional suspension challenges have a special five-day deadline from notification and belong to the person suspended. WADA has a separate regime. These deadlines do not automatically extend to all international proceedings.

A decision generally remains effective during appeal unless the competent body orders otherwise. A stay must be requested and justified separately. Provisional suspension may prevent competition even if the final outcome later differs.

Consequences may include ineligibility, disqualification of results and loss of prizes. Duration varies by violation. Relevant factors include the conduct, intent and fault under the Code, personal status, mitigating or aggravating circumstances and previous violations. Effects on sponsorship and the club contract require separate contractual and legal analysis.

13.9 Organising prevention with the athlete’s team

The doctor coordinates treatments, the nutrition specialist justifies supplements and the coach communicates schedule changes. Parents or agents may help with records and travel checks within authorised access. Athletes retain control and confirm important updates.

A useful procedure identifies who checks new products, retains batches and documents, and monitors TUE validity. For whereabouts, appoint an operational contact with final athlete verification. Adapt measures to age and competition level without turning the guide into a treatment programme or a promise of zero risk.

The lawyer’s role

On notification, the lawyer immediately identifies the act, deadline, competent body and available interim measures. They coordinate evidence preservation with medical and scientific analysis and explain admissions and waivers. Day-to-day prevention primarily rests with the athlete and those organising training, treatment and travel.

Pointers for legal professionals

Point - Professional assessment

Classification - WADA Code Articles 2.1-2.11; burden and standard of proof in Article 3; consequences in Article 10. Establishing the violation is separate from assessing fault.

National jurisdiction

Law No. 310/2021, Articles 61-62 and 110-114. International athlete or event status may entail exclusive CAS appeal.

National deadlines - Article 111: 21 days for ordinary appeals by specified parties; five days for provisional suspension; separate WADA regime. Article 117: effects during appeal.

File - Notice and proof of receipt, control form, laboratory package, TUE, prescriptions, product/batch, ADAMS history, chronology and expert reports.

Key point

Anti-doping responsibility requires verifiable daily routines. A sound process helps athletes and their teams detect omissions before they affect a career.

Sources and further reading: [10], [11], [12], [20], [19], [21], [22]. Titles and official links are in Appendix 4.

13.10 Simona Halep and supplement-related risk

In CAS 2023/A/10025 and CAS 2023/A/10227, the tribunal examined roxadustat and athlete biological passport allegations. CAS accepted contamination of the Keto MCT supplement, dismissed the biological passport allegation and reduced the original four-year sanction to nine months. It found no significant fault or negligence, rather than no fault at all.

The distinction matters: establishing an unintentional source did not remove the need to assess checking behaviour. We offer no independent verdict on the athlete, but consider the legal issue examined by CAS. Exclusion from competition during proceedings and the resulting uncertainty are not equivalent to the nine-month period ultimately imposed.

In our view, the preventive lessons concern supplement selection, recording recommendations and identifying batches. A team can reduce risk through joint checks before use and retaining records. We cannot claim that any particular measure would have guaranteed avoidance of this case. Readers can nevertheless recognise the difference between trusting a product and proving what was actually checked.

13.11 Vlad Dascălu and the consequences of whereabouts obligations

In CAS 2024/A/10679 Vlad Dascălu v UCI, the award of 13 March 2025 upheld a 17-month sanction for three whereabouts failures within 12 months. The case did not originate in a positive sample. Ineligibility ran from 21 May 2024 to 20 October 2025, covering the Paris 2024 Olympics and preventing participation.

The Olympic consequence arose from the sanction operating in 2024; the confirming CAS award followed later. This chronology avoids suggesting that CAS decided the appeal before the Games. The legal analysis concerns the whereabouts incidents and assessment of defences under UCI and WADA rules.

Whereabouts may seem a simple administrative task but depend on actual schedules, access to the declared location and timely updates. Daily confirmation, pre-travel checks and immediate review of each notice can reduce accumulating failures. Coaches, agents and family can help without replacing the athlete′s personal oversight.

These decisions illustrate different mechanisms with major sporting consequences. The organisational proposals in this guide are the authors′ preventive conclusions from the decisions, not moral judgments about athletes or claims that future outcomes are predetermined.

CHAPTER 14 14. Disciplinary liability, sporting disputes and jurisdictions

Sporting disputes may concern contracts, discipline, association matters, elections, eligibility or anti-doping. A dissatisfied party's label does not establish jurisdiction. Examine the subject, parties, regulations and applicable clause before filing.

Sport uses internal committees and specialised arbitration, but national courts and EU law remain relevant. Exhaustion of internal remedies, short deadlines and enforceability may determine the practical outcome before the merits are considered.

Initial checks

Legal question - Document or point to check

What is challenged? - Decision, sanction, refusal, contract or omission.

Who issued it? - Club, federation, league, international body or anti-doping authority.

What is the appeal route? - Body, deadline, fee, language and formal requirements.

Is the decision immediately effective? - Suspensive effect and possible interim relief.

What evidence is available? - Case file, recordings, witnesses, expert reports and communications.

14.1 Legality of disciplinary sanctions

A sanction must rest on an accessible rule applicable when the conduct occurred. Correctly classify the conduct, responsible person and sanction. Adverse analogy and retrospective application of a harsher rule raise legality concerns.

Proportionality requires consideration of seriousness, consequences, history and circumstances. The body must respect its powers and procedure, not merely invoke the competition's interests.

14.2 Rights of defence

The person concerned must know the allegation and evidence, have adequate time, be able to defend themselves and receive a reasoned decision. Independence and impartiality are assessed both institutionally and for panel members.

Waiving a hearing or accepting a simplified process requires informed consent. An admission intended to expedite resolution may affect other contractual or reputational proceedings.

14.3 Jurisdiction by subject matter

There is no universal FRF-FIFA-CAS hierarchy for every dispute. Subject matter and parties determine the first forum, and an appeal exists only where provided. Salary, registration and sanction disputes may follow different routes even for the same player.

In domestic football, the CNSL and status committees have powers assigned by the RSTJF; discipline follows disciplinary regulations. FIFA's DRC and PSC are different chambers of one tribunal, not successive levels. Anti-doping follows the separate map in Chapter 13.

In other sports, check federation statutes, competition rules and international regulations. For example, a triathlon national-squad selection challenge may concern published criteria, authority and procedure, while that athlete's sponsorship invoice is a separate contractual matter. International participation does not turn every civil claim into a CAS appeal.

Annex 2 presents forums, appeals and principal conditions by category. Use the map together with the invoked rule and notified decision, not as their substitute.

14.4 National courts and EU law

Sporting autonomy does not exclude judicial scrutiny of arbitration-agreement validity, public policy, fundamental rights or matters reserved to state courts. In Romania, the relationship's nature may engage civil or employment jurisdiction despite parallel federation consequences.

The CJEU may interpret EU law where sporting rules affect free movement, competition, services or data protection. Diarra and RRC Sports confirm that justification is assessed through necessity, consistency and proportionality.

14.5 Deadlines and notification

Appeal deadlines may be very short and run under the applicable rule from notification of the operative part, reasons or another defined event. Informal requests for explanations do not automatically extend time.

Retain the complete message, date and time zone, receipt confirmation and decision version. If reasons have not been supplied, request them and check whether time is already running.

14.6 Interim measures

A stay may be needed to compete or prevent irreversible harm. Under the forum's standard, demonstrate a prima facie case, urgency, harm and the balance of interests. Apply promptly and separately from submissions on the merits.

14.7 Evidence and hearing

Build the file around a chronology and authentic documents. Preserve original screenshots, recordings and witness statements with context. Experts answer technical questions; they do not decide the legal outcome.

In international arbitration, assess language, translation, applicable law, costs and enforcement from the outset. A successful jurisdiction objection or missed deadline may close the case without considering the disputed conduct.

14.8 FRF status and contract procedure

For CNSL cases, Article 34 RSTJF provides a five-day appeal period starting the day after receipt of the reasoned decision. Pay the fee within the procedural period. This appeal suspends enforcement of the challenged decision; do not confuse it with disciplinary appeal effects.

The FRF/LPF Appeal Commission's decision is final and enforceable domestically from delivery and may be challenged at CAS within 21 days of notification under Article 36(18). A stay requires separate analysis. For AJF/AMFB bodies, identify their own regulatory route and CAS access limits rather than copying the CNSL route.

The application must state relief, grounds, evidence and amounts. Payment and termination claims have different conditions. Initially check current published fees, proof of service on the opponent where required and the email address for receiving documents.

14.9 Proceedings before the FIFA Football Tribunal

RSTP Articles 22-23 define jurisdiction and the two-year period from the event giving rise to the dispute. Contract currency or language alone does not establish an international dimension. For player-club relationships, also assess clauses referring disputes to a national independent arbitration chamber recognised under FIFA conditions.

Submit through the FIFA Legal Portal with claims, arguments, evidence, party details and appropriate authority. Proceedings use English, French or Spanish under their rules. Fees and advances depend on the case category: not all FIFA cases are free, nor are legal fees necessarily recoverable.

Article 15 of the January 2026 Procedural Rules generally provides for notification of the operative part. A party has 10 calendar days to request reasons and, where applicable, pay the required share of costs. Non-compliance may make the decision final and foreclose appeal. Appeal time starts on notification of reasons under the applicable framework.

14.10 CAS: ordinary arbitration, appeals and urgent measures

Ordinary CAS arbitration rests on an arbitration agreement and begins with the R38 request. Appeals against sporting decisions follow R47, requiring an arbitration basis and exhaustion of mandatory internal remedies. The R48 statement of appeal is distinct from an ordinary arbitration request.

R49 provides a default 21-day period from receipt unless the applicable statutes, regulations or agreement specify otherwise. R51 generally requires the appeal brief within 10 days after the appeal deadline expires, unless the appellant elects to treat the statement as the brief. Follow filing, signature and platform requirements under the applicable Code and Court Office instructions.

Appeal does not automatically suspend every decision. R37 interim measures require consideration of prima facie jurisdiction, irreparable harm, prospects of success and the balance of interests. Identify and prove an imminent competition; merely labelling the matter urgent is insufficient.

Costs include the Court Office fee and, depending on case type, advances on arbitration costs, translation, experts and representation. Check R64-R65 and legal aid availability without assuming it will be granted. Swiss Federal Tribunal review of CAS awards is limited and is not another ordinary merits appeal.

The lawyer's role

The lawyer first maps jurisdiction, deadlines and urgent measures, then develops the merits. Explain the distinction between full rehearing, limited review and extraordinary remedies after arbitration.

Pointers for legal professionals

Point - Professional assessment

FRF contracts and status - RSTJF Articles 26, 34 and 36: CNSL, five-day appeal from the day after receipt of reasons, then CAS under Article 36(18). Discipline is separate.

FIFA - RSTP Articles 22-23; Procedural Rules Articles 15, 16 and 18. Filing time, requesting reasons and appeal are separate requirements.

CAS - R38 ordinary arbitration; R47-R51 appeals; R37 interim measures; R64-R65 costs.

Initial review - Classification, jurisdiction, arbitrability, applicable law, temporal rules, challengeable act, notification and standing to appeal.

Key point

In a sporting dispute, first establish who can decide, by when and with what effect on competition, before asking who is right.

Sources and further reading: [1], [3], [4], [15], [19], [23], [24], [26], [29], [30], [31]. Titles and official links are in Appendix 4.

PART II Sports law for sports organisations

Clubs, academies, federations and leagues: organisation, contracts, compliance and jurisdiction.

CHAPTER 15 15. Establishment and legal status of sports organisations

Club, academy, county association, league and federation are not interchangeable labels. Legal form determines assets, governing bodies, liability, funding and affiliation capacity. Sporting activity must comply with both legislation and federation requirements.

Before establishment or reorganisation, founders must define the real purpose: competition, youth training, facility management, commercial activity or representing a sport. Constitutional documents must support that purpose and effective decisions.

Initial checks

Legal question - Document or point to check

What is the legal form? - Association, company, public body or another permitted form.

What activities are planned? - Performance sport, academy, events, commerce and assets.

What recognition is required? - Sports certificate, affiliation, licence and registrations.

Who decides and represents? - Bodies, appointments, limits and signing rules.

How is it funded? - Membership fees, sponsorship, public funding and own revenue.

15.1 Choosing the form

Non-profit associations and companies follow different regimes. The choice affects distribution of surplus, member control, access to funding and amendment procedures. Public bodies have their own budget and oversight rules.

An academy may be a club activity or a separate entity. Where several entities are used, contracts and communications must identify who employs staff, collects fees, registers athletes and is responsible to parents.

15.2 Constitutional documents and statutes

Statutes should address purpose, membership categories, admission and expulsion, bodies, quorum, voting, representation, assets and dissolution. Align them with legislation and affiliation conditions. Copying statutes without adaptation creates conflicts between actual operations and declared rules.

Define members' rights and sanctions. Expulsion without notice, defence and challenge procedures exposes the organisation to litigation and may undermine subsequent decisions.

15.3 Sporting recognition and affiliation

Legal personality does not automatically confer affiliated sports-organisation status. Obtain the documents and registrations required by sports legislation and the federation. Keep names, offices, sections and officers updated in relevant registers.

Affiliation creates participation rights and duties to comply with statutes and regulations. Understand withdrawal and expulsion conditions before investing in activities dependent on competition access.

15.4 Assets and separation of activities

Assets, accounts, trade marks and contracts belong to the acquiring legal entity. Informal use across related entities creates tax, liability and licensing risks. Any transfer of sporting activity must also be assessed under federation rules.

The lawyer's role

The lawyer designs the structure around actual activity, checks recognition and affiliation and aligns statutes with governance. In reorganisation, corporate effects are distinguished from sporting continuity, which may need separate approvals.

Pointers for legal professionals

Point - Professional assessment

Classification - Non-profit legal entity, company, public institution or another permitted sports-organisation form.

Sources - Law No. 69/2000, Government Ordinance No. 26/2000, Law No. 31/1990 and federation regulations.

Formalities - Legal personality, sports certificate, registers, affiliation and licensing.

Risk - Mismatch between legal form, assets and the holder of participation rights.

Key point

A sports organisation must be structured both as a legal entity and as a participant in the federation system.

Sources and further reading: [1], [6], [7], [18]. Titles and official links are in Appendix 4.

CHAPTER 16 16. Governance and operation of the sports organisation

Governance turns statutes into valid, reviewable and workable decisions. Competition-calendar pressure does not justify ignoring notice, quorum, conflicts or limits of authority.

Properly documented decisions protect the organisation, officers and athletes. Minutes, registers and delegations should let a third party understand who decided, on what information and under which authority.

Initial checks

Legal question - Document or point to check

Does the body have authority? - Statutes, regulations and delegation.

Is meeting notice valid? - Period, agenda, recipients and evidence.

Are quorum and majority met? - Attendance, abstentions and votes cast.

Is there a conflict? - Personal interest, affiliation and recusal.

Is the decision recorded? - Minutes, annexes and resolutions register.

16.1 Powers of governing bodies

The general meeting, board and executive management have distinct roles. A president cannot replace a collective body where statutes require its resolution. Delegation must be permitted, limited and provable.

Significant contracts and transactions need approval at the appropriate level. Communicate internal authority limits to signatories and, where necessary, third parties.

16.2 Meeting notices and resolutions

The agenda must allow members to prepare. Introducing an essential issue under “any other business” may affect validity. Remote participation and electronic voting need a legal basis and verifiable procedure.

Minutes record participants, quorum, disclosed conflicts, relevant discussion and voting results. Archive annexes and presented documents with the resolution.

16.3 Conflicts of interest

Links between officers, agents, clubs, sponsors and suppliers may create actual or apparent conflicts. Define disclosure duties, who decides recusal and its effect on quorum.

Transparency does not mean unlimited disclosure. Interest registers and minutes should contain information necessary for scrutiny while respecting confidentiality and data protection.

16.4 Internal controls and continuity

Signing rules, limits, dual payment checks and contract inventories reduce risk. Terms-of-office calendars and handovers should give new management access to accounts, archives, institutional passwords and files.

The lawyer's role

The lawyer checks authority and procedure before meetings, drafts resolutions and documents conflicts. They identify where statutory amendment, federation approval or publication formalities are needed.

Pointers for legal professionals

Point - Professional assessment

Sources - Legislation governing the entity, statutes, internal rules and affiliation conditions.

Validity - Authority, notice, quorum, majority, conflicts and form.

Evidence - Meeting notice, service records, attendance sheet, minutes, votes and annexes.

Remedy - Consider revocation, confirmation or repeating the procedure before implementing a defective resolution.

Key point

Good governance means a clear record of authority, information and decisions, rather than simply more documents.

Sources and further reading: [6], [7], [1], [18]. Titles and official links are in Appendix 4.

CHAPTER 17 17. Affiliation, licensing and competition participation

Competition access depends on recognition, affiliation, licensing and the season's criteria. These are distinct conditions potentially assessed by different bodies. Losing a licence can affect contracts and funding even while the legal entity survives.

Licensing is not merely an annual formality. The file reflects the club's legal, financial, sporting, administrative and infrastructure position; inaccurate declarations may attract separate sanctions.

Initial checks

Legal question - Document or point to check

What affiliation level is needed? - Territorial association, national federation and international body.

What are the licensing criteria? - Sporting, legal, financial, personnel and infrastructure.

What is the timetable? - Filing, supplementation, review, decision and appeal.

Who certifies information? - Management, auditor, authority and specialist.

What follows refusal? - Division, competition, contracts and interim measures.

17.1 Affiliation

An application must demonstrate legal form, sporting purpose, registered office, assets and compliance with federation statutes. Understand voting rights, subscriptions, reporting obligations and withdrawal procedures.

Changes in name, structure, office or control may require notification or approval. Sporting continuity cannot be assumed merely because a related entity takes over the activity.

17.2 Licensing

Turn criteria into an internal timetable with assigned responsibilities and evidence. Monitor financial statements, debts, staff contracts, facilities and youth development throughout the season.

Distinguish a missing document from failure to meet a criterion. Supplementation is not always permitted after the deadline, and new information may be treated differently on appeal.

17.3 Decision and appeal

Analyse refusal against authority, criteria, evidence and reasons. Appeal time is generally short. Request the file and prepare interim relief if the season begins before the final outcome.

An appeal cannot rely solely on economic impact. Demonstrate compliance or procedural error and respect limits on new evidence.

17.4 Information integrity

Signatories to licensing declarations must check data sources. Concealing debts, disputes or inter-entity relationships may trigger sanctions and management liability. Records must permit later verification.

The lawyer's role

The lawyer converts criteria into verifiable obligations, reviews documents and protects appeal time. Legal information is coordinated with financial and technical experts without certifying matters within their expertise.

Pointers for legal professionals

Point - Professional assessment

Classification - Affiliation, licensing or competition admission procedure.

Sources - Sports legislation, federation statutes, licensing regulations and season manual.

Procedure - Timetable, permitted supplements, inspection, reasons, appeal and possible interim relief.

Evidence - Submitted file, receipt, registers, financial statements and certifications.

Key point

Licensing preparation runs throughout the season: the deadline should produce the result of a compliance system, not an improvised file.

Sources and further reading: [1], [18], [13]. Titles and official links are in Appendix 4.

CHAPTER 18 18. Contractual relationships with athletes and staff

Sports organisations choose contractual forms according to the participant's legal category and agreed activity. The special sports activity agreement regime cannot be used without review for every administrative employee or supplier.

The contract operates alongside internal rules, federation regulations and medical procedures. Terms must be enforceable, proportionate and communicated before misconduct or injury occurs.

Initial checks

Legal question - Document or point to check

Is the contractual form permitted? - Participant category, activity and Law No. 69/2000's special regime.

Is the contract complete? - Duration, services, pay, insurance and termination.

Were internal rules communicated? - Version, language and evidence.

Is injury addressed? - Reporting, costs, treatment, payment and return.

Is data protected? - Medical file, access and recipients.

18.1 Choosing the legal relationship

The club identifies persons eligible for sports activity agreements under Law No. 69/2000 and its annex, then compares protections and duties with employment. Article 14^{2}'s independent tax regime is an express derogation: the ordinary subordination-based tax test must not be mechanically applied to a qualifying agreement.

For those outside the special framework, assess the appropriate service or employment form. A coach's federation licence and a doctor's professional authorisation serve distinct purposes; the contract replaces neither. Chapter 4 provides a detailed comparison of rights.

18.2 Contract architecture

Subject matter, duration, pay, bonuses, schedule, discipline, image rights, confidentiality and termination must be coherent. Identify annexed documents by title and date. Supply a signed copy and retain delivery evidence.

Extension options and penalties should pursue legitimate interests and preserve balance. An impractical clause may create false confidence and additional cost.

18.3 Injury and insurance

The club establishes medical pathways, providers, emergency procedures and second-opinion rights. Specify how injury affects payment and duration without unfairly shifting inherent sporting risks to the athlete.

Check policies for risks, limits, territory, competitions and exclusions. Staff must know claim-notification deadlines and required documents.

18.4 Contractual discipline

For employees, Article 249 of the Labour Code prohibits disciplinary fines; lawful sanctions require proper procedure. A club cannot impose a contractual fine merely because it appears in internal rules signed by the player.

Under sports activity agreements, assess sanctions, damages and deductions against legislation, terms and federation rules. Communicate the allegation and basis and allow a defence. A disputed club claim cannot be resolved by arbitrarily withholding all payments.

18.5 Termination and handover

On termination, clarify payment, sporting documents, equipment, data, accommodation, image rights and confidentiality. Identify precisely which rights are extinguished and which survive.

18.6 Periodic review of contractual files

At the season's start, check expiry dates, options and exercise deadlines, net and gross amounts and consistency between contracts and federation records. Administrative staff must know which notices have legal effect and who may sign them.

Coordinate medical and contractual files without unjustified access to all health data. Check policy coverage for each athlete, not merely the existence of an insurer framework agreement. On departure, confirm the balance, sporting documents and surviving rights, avoiding discharge declarations inconsistent with actual payments.

The lawyer's role

The lawyer chooses the appropriate instrument, aligns contracts and regulations and tests injury, non-payment and termination scenarios. Repeat review when legislation, regulations or competition level changes.

Pointers for legal professionals

Point - Professional assessment

Classification - Employment, sports activity or independent services according to the facts and law.

Sources - Sports legislation, Labour Code, Civil Code, framework agreement and federation regulations.

Compliance - Registrations, tax, insurance, health and safety, data and professional licences.

Evidence - Contracts, amendments, attendance records or call-ups, payments, medical records and communicated procedures.

Key point

A sound contract describes the real relationship and addresses difficult scenarios before they arise: injury, non-payment, disputes and termination.

Sources and further reading: [1], [2], [3], [4], [9]. Titles and official links are in Appendix 4.

CHAPTER 19 19. Academies, athlete development and safeguarding minors

Academies operate where sporting preparation, education, child protection and family relationships overlap. Talent selection does not diminish safety duties or the minor's right to information and to be heard.

Define the academy-club relationship, entry criteria, fees, registration and withdrawal. Promotion must not create guaranteed expectations of a professional career.

Initial checks

Legal question - Document or point to check

Who contracts with the family? - Academy, club or both with distinct obligations.

Are staff vetted? - Qualifications, criminal records, training and conduct rules.

Is there a safeguarding procedure? - Reporting, designated officer and protection against retaliation.

Does the programme protect education and health? - School, rest, transport and medical care.

How does participation end? - Withdrawal, exclusion, fees and sporting records.

19.1 The agreement with the family

Specify services, timetable, costs, equipment, transport, competitions and refunds. Communicate internal rules and safeguarding policies before enrolment.

Where participation is free or funded, conditions must not permit arbitrary recovery of sums on departure. Training-related claims need a legal or regulatory basis distinct from educational fees.

19.2 Protection and incident reporting

Set rules for changing rooms, transport, travel, accommodation, one-to-one communications and image use. Children and parents must know the safeguarding officer.

Record and promptly assess reports, referring them to authorities where required. Internal investigations cannot obstruct reporting duties and must protect both the child and procedural fairness.

19.3 Education, health and injury

Training volume must reflect age and schooling. Absence, relocation and accommodation require documented coordination with the family. Qualified professionals make medical decisions; return must not be driven by selection pressure.

Explain insurance and injury protocols. Families must receive medical records and information needed to continue treatment if the child leaves.

19.4 Selection and exclusion

Sporting criteria may involve professional judgement, but processes must be consistent and non-discriminatory. Disciplinary exclusion follows due procedure; sporting withdrawal must respect the contract and the child's dignity.

19.5 Football and training

Football academies must align registration, player passports, safeguarding and potential training rewards. No training mechanism justifies unlawfully preventing a child from continuing elsewhere.

19.6 Junior mobility and family relationships

Separate the family's services agreement from sporting registration. Where fees are charged, payment evidence and the recipient may matter under Article 4 RSTJF. Withholding documents or informally conditioning departure on a discretionary sum increases dispute risk.

Chapter 2 explains departure without consent and the first contract after age 16. Clubs should focus on offer timetables, proof of service, schooling and substantiated costs. A contract clause for leaving junior status must be read with duration limits and domestic conditions, not used as an automatic barrier.

19.7 Domestic training compensation and calculation records

FRF training compensation is assessed under Article 21 RSTJF as applicable to the event. Changing from amateur to professional before the regulatory age is an important trigger; an amateur moving clubs while remaining amateur does not automatically trigger compensation.

The 2025 amendments link relevant calculations to the training club's category or score and latest completed evaluation or classification. Identify the eligible beneficiary and actual amateur registration period. This scale is distinct from the RON 400, 700 and 1,000 amounts in registration-termination procedures.

Training club category - Annual benchmark in RON

Bronze organisation - 2,500

Training club category - Annual benchmark in RON

Silver organisation - 3,500

Gold organisation - 5,000

Academy with up to 20 points - 7,000

Academy with 21-60 points - 8,500

Academy with 61-80 points - 10,000

Academy with over 80 points - 12,500

Read the scale with the FRF amendment of 18 July 2025 and each beneficiary's actual classification. Apportion incomplete periods under the regulations and apply the prescribed reduction for training ages 6-10. Do not multiply one rate across all years without checking age, status and periods.

Illustration, assuming all eligibility conditions are met: three complete eligible years at an academy with over 80 points, at RON 12,500 annually, produce RON 37,500. This explains the formula, not a rule that every junior departure creates a claim.

The file includes registration history, amateur status for claimed periods, classification, professional-status date and due-date calculation. Article 25 RSTJF separately addresses limitation: two years from the due date is distinct from the age range recognised for training.

The lawyer's role

The lawyer reviews family agreements, safeguarding policy, reporting channels and the basis of every fee or restriction. The child's interests must be a legal benchmark, not merely a statement of principle.

Pointers for legal professionals

Point - Professional assessment

Classification - Sporting and educational services, registration, child protection and possible accommodation.

Sources - Civil Code, Law No. 272/2004, sports legislation and regulations concerning minors.

Procedures - Safeguarding, incidents, injury, data, image rights, selection and exclusion.

Evidence - Contracts, consents, staff records, attendance, reports and family communications.

Key point

At an academy, performance is an objective; safety, education and the child's interests underpin every activity.

Sources and further reading: [5], [1], [3], [16], [9], [26], [27], [28], [29]. Titles and official links are in Appendix 4.

CHAPTER 20 20. Transfers, agents and transactions between organisations

For a club, a transfer is a legal, sporting and financial transaction. Due diligence must cover the counterparty's authority, the athlete's contract, the agent's role, related payments and actual registration feasibility.

Prepare standard procedures for decisions near transfer-window closure. Checklists and approval matrices enable speed without overlooking essential risks.

Initial checks

Legal question - Document or point to check

Who holds contractual rights? - Contract, authorisation and signatory powers.

Does the athlete consent? - Personal contract and full information.

Is the agent authorised? - Licence, client, multiple representation and remuneration.

Which payments are due? - Transfer, loan, training, solidarity, fees and conditions.

Is registration possible? - Window, places, permits, minor status and systems.

20.1 Reviewing the transaction

Review the existing contract, notices, disputes, sanctions, medical history within lawful limits and eligibility. Confirm agent-supplied information through official sources and directly with the parties.

For international transfers, documents and FIFA system data must match. Verify the actual payer and beneficiary before initiating payment.

20.2 Aligning contracts

Inter-club, athlete and representation agreements must follow the same chronology. Conditions precedent, medical examinations, approvals and failure consequences must not conflict.

For loans, address salary, call-ups, treatment, use of the athlete, return and options. Terms affecting selection or competition integrity need further scrutiny.

20.3 Agents and conflicts

Check the agent's licence, authority, services and representation of others. Mere participation in a conversation does not justify payment. Agreement, invoice and service evidence must align.

Conflict disclosures and consents do not override prohibitions. In football, check the FFAR, national rules and legal position when services are provided.

20.4 Internal approvals and traceability

Identify who approves value, terms, commission and payment. Lock the final version before signing and document later amendments. App messages should not be the sole negotiation record.

20.5 Electronic player passports and FIFA Clearing House

FIFA Clearing House facilitates training-reward payments covered by its regulations. The process identifies the event, develops the electronic player passport (EPP), determines allocation, performs compliance checks and transfers funds. FCH is not an automatic payment account for salaries, every transfer fee or every agent commission.

Training clubs must verify passport periods, status and category and respond within the review-notice deadline. Uncorrected errors may affect allocation. Beneficiaries must prove legal identity and bank details; failed compliance checks may delay distribution.

Objections to history, challenges to FIFA determinations and payment problems have different subjects. Identify the challengeable act and its deadline. A training-rewards calculator estimate is not a ruling on entitlement and does not justify omitting the EPP procedure.

20.6 Transaction and payment-beneficiary controls

Before signing, check representatives' powers, player contractual status, agent authority and each payment beneficiary. Independently confirm emailed bank-account changes. Payments to third-party companies without identifiable obligations and services create tax, fraud and regulatory risks.

Assess financing and commission agreements under RSTP Articles 18bis-18ter. For successive transfers, document sporting and economic reasons so intermediate registration does not conceal circumvention of minor-protection, training or third-party influence rules. These checks complement, not replace, athlete consent.

The lawyer's role

The lawyer performs legal due diligence, aligns documents and conditions and confirms approval and registration routes, identifying divergent interests and avoiding incompatible representation.

Pointers for legal professionals

Point - Professional assessment

Classification - Permanent transfer or loan, athlete contract, representation and regulatory payments.

Sources - Contract law, federation regulations, FFAR and Clearing House mechanisms.

Due diligence - Contract, disputes, eligibility, agent licence, beneficial recipient and signing authority.

Evidence - Approvals, versions, system confirmations, invoices, payment instructions and correspondence.

Key point

Transfer speed does not justify abbreviated checks: a prepared process permits both pace and control.

Sources and further reading: [3], [13], [14], [17], [18], [29], [31]. Titles and official links are in Appendix 4.

CHAPTER 21 21. Sponsorship, image rights and commercial activity

Sports organisations' commercial revenue comes from distinct relationships: sponsorship, advertising, trade mark licensing, services, tickets, media rights and hospitality. Labels do not replace legal and tax classification of actual performance.

Clubs must know which rights they can grant over their brand, competition and athletes' images. Commercial packages cannot promise rights the club does not hold or which belong to the federation or organiser.

Initial checks

Legal question - Document or point to check

What is the agreement's nature? - Sponsorship, advertising, licence, services or a combination.

Which rights does the club hold? - Trade mark, collective image, content, tickets and space.

Is there exclusivity? - Category, territory, competition and period.

Which obligations are measurable? - Displays, appearances, content, hospitality and reporting.

What happens on disruption? - Injury, relegation, cancelled competition and force majeure.

21.1 Classifying the commercial relationship

Sponsorship supports an activity under its own statutory regime. Advertising and services involve defined commercial consideration. An agreement may combine components, each requiring appropriate description, accounting and tax treatment.

Value and document benefits in kind, products and prizes. The person approving the agreement must also check public-funder and competition conditions.

21.2 Rights inventory

Before an offer, inventory trade marks, space, kit, tickets, content and image rights. Check individual athlete agreements and collective-use limits. Federations or leagues may reserve positions and categories.

Expressly address sublicensing, creative approval and post-termination use. Retain approved materials and campaign dates.

21.3 Exclusivity and conflicts

Define exclusive categories precisely enough to avoid unintentionally blocking other partnerships. Check conflicts with athlete, team, federation and event sponsors before signing.

Set procedures for new products, brand changes and competing partners. Blanket prohibitions may be disproportionate and difficult to administer.

21.4 Data protection and communications

Transferring supporter databases to sponsors needs a legal basis and clear information. Sponsors do not automatically become processors: GDPR roles depend on who determines processing purposes and means.

Campaigns involving minors, competitions and athlete health content need additional safeguards. Coordinate crisis communications without concealing information that law or regulations require publication of.

21.5 Termination and reputation

Conduct clauses should define relevant events, verification procedures and proportionate remedies. An allegation is distinct from an established fact. Parties may provide for temporary campaign suspension and consultation.

21.6 Separating sponsorship from commercial services

First check beneficiary eligibility under Law No. 32/1994. A club incorporated as a commercial company does not qualify for sponsorship merely by operating in sport; advertising and other commercial transactions have their own instruments. Associations may enter different contract types but must classify and document them separately.

Project budgets, goods received and evidence of use must match the agreement. An actual advertising package must not be disguised as sponsorship for tax advantages. Equally, legally permitted promotion of the sponsor’s name is not automatically commercial advertising merely because it is visible.

Where support is paid directly to the athlete, coordinate club and third-party obligations. Classification as sporting remuneration depends on substance and parties, as explained in Chapter 12. Clubs should not build overall offers around sums another person may withdraw without a clear obligation.

The lawyer’s role

The lawyer classifies performance, checks rights ownership, exclusivity and compatibility with athlete and competition agreements, and provides mechanisms for calendar or reputational changes.

Pointers for legal professionals

Point - Professional assessment

Classification - Sponsorship, advertising, licensing, services and data processing, assessed separately by obligation.

Sources - Sponsorship legislation, Civil Code, GDPR, tax legislation and sporting regulations.

Rights - Owner, scope, sublicensing, exclusivity, approval and survival after termination.

Evidence - Inventory, exposure reports, approved materials, deliverables, invoices and statistics.

Key point

Clubs may commercialise only rights they hold and must be able to prove every service promised to a sponsor.

Sources and further reading: [8], [3], [9], [1]. Titles and official links are in Appendix 4.

CHAPTER 22 22. Legal obligations and sports-organisation compliance

Compliance is a system linking organisational registers, contracts, tax, data protection, safety, integrity and federation reporting, not a single file. Allocate responsibilities while retaining management oversight.

Small organisations can use proportionate procedures without abandoning minimum records. Obligation calendars, responsible people and completion evidence matter more than elaborate unused policies.

Initial checks

Legal question - Document or point to check

Is there a compliance calendar? - Deadline, owner, reviewer and evidence.

Are registers current? - Legal entity, sports organisation, members and beneficiaries.

Are contracts and payments controlled? - Approvals, tax, invoices and due dates.

Are data and incidents managed? - Access, security, response and notification.

Are federation duties monitored? - Affiliation, licensing, integrity and reporting.

22.1 Mapping obligations

Inventory duties according to legal form, employees, athletes, funding, commercial activities and affiliation. Assign each a deadline, owner and completion record. Translate legal and regulatory changes into internal processes.

External advisers may assist, but the organisation must retain document access and verify completion. Filing a return and paying the liability are separate steps.

22.2 Data protection and security

Clubs process identity, performance, location and health data. Define roles, purposes, access and retention for each flow. Assess analytics platforms and athlete applications before importing data.

Record and assess security incidents immediately. Decide notification under the law and retain reasons, including where notification is considered unnecessary.

22.3 Integrity and preventing unlawful conduct

Communicate rules on betting, competition manipulation, corruption, harassment and discrimination with reporting channels. Ethical declarations alone are insufficient: legally or disciplinarily significant breaches require authority, procedure and protection of those involved.

Separate preliminary assessment from disciplinary investigation and notify authorities where required. Confidentiality protects the process but cannot conceal wrongdoing.

22.4 Funding and use of funds

Public funds, sponsorship, subscriptions and commercial revenue may carry different purposes and reporting requirements. Link expenditure to the contract, approval, supporting document and funding source.

Related-party transactions, advances and reimbursements require extra scrutiny. Management must avoid mixing organisational and personal assets.

22.5 Periodic audit

At least annually and before licensing, review contracts, disputes, policies, registers and deadlines. Turn findings into actions with owners and remediation dates.

22.6 Checking the agency and invoice

A FIFA licence identifies the individual authorised to provide agent services. The company or professional structure organising the activity requires separate review: agreement, invoice, actual negotiator and account beneficiary must align. An unlicensed employee does not gain authority to negotiate reserved services merely by working for an agency.

For international transactions, check tax residence, withholding and VAT using current records, without applying standard percentages to every payment. Tax review validates neither fictitious services nor agreements contrary to sporting rules. Preserve records of suspicious transactions and assess applicable legal duties without assuming every club has all reporting-entity obligations.

The lawyer’s role

The lawyer maps legal obligations, reviews policies and incidents and coordinates remediation with accountants, data officers and management, distinguishing legal requirements from good-practice recommendations.

Pointers for legal professionals

Point - Professional assessment

Areas - Corporate, contracts, employment, tax, data, safety, integrity and federation reporting.

Controls - Owner, reviewer, deadline, records and escalation for each obligation.

Incidents - Preservation, assessment, urgent action, notification and remediation without prejudging liability.

Evidence - Registers, communicated policies, reports, contracts, statements and filing confirmations.

Key point

Compliance works when every obligation has an owner, deadline and verifiable evidence.

Sources and further reading: [1], [6], [7], [9], [8], [14]. Titles and official links are in Appendix 4.

CHAPTER 23 23. Disciplinary powers and internal procedures

Sports organisations may impose discipline only within powers conferred by law, statutes, contracts and regulations. Protecting order and competition integrity does not remove the right to know the allegation and be heard.

Design procedures before incidents. Separating reporting, investigation and decision-making reduces bias and supports prompt action without premature conclusions.

Initial checks

Legal question - Document or point to check

Is there a basis for misconduct? - An operative, communicated rule.

Who has authority? - Investigating body, first-instance body and appeal body.

Was the person informed? - Facts, rules, evidence and possible sanctions.

Can they defend themselves? - Time, file access, hearing and representation.

Is the decision reasoned? - Findings, evidence, classification, proportionality and appeal.

23.1 Legal basis and authority

The misconduct and sanction must be specified in an applicable rule. Check that the person was subject to it and that the body has authority over the conduct and period. New rules cannot apply retrospectively to the person's detriment.

Distinguish administrative measures, sporting selection and disciplinary sanctions. A label cannot avoid safeguards where the substance is punitive.

23.2 Investigation

Register the report, preserve evidence and check conflicts. Investigators should not promise absolute confidentiality where information must be disclosed for defence or to authorities.

Interim measures need a basis, duration and challenge route. They protect an investigation or person but do not establish guilt.

23.3 Hearing and decision

The notice must adequately describe facts and rules. Evidence access may be adapted to protect minors or data without hollowing out defence rights. Record the hearing.

Address essential defences, identify evidence and explain the sanction. Notification must state the appeal route, deadline and competent body.

23.4 Appeal and enforcement

Appeal bodies must meet the system's independence requirements. Regulations should state whether appeal suspends enforcement and conditions for new evidence.

Record sanctions and expiry dates with access restricted to authorised staff. Publish only under applicable rules and proportionately.

23.5 Separating sanctions from damages recovery

Disciplinary misconduct, a damages claim and a technical measure are distinct. Identify the power exercised, procedure and basis. A sum in internal rules does not authorise remuneration deductions under every regime.

For employees, respect the prohibition on disciplinary fines and Labour Code procedure. For others, assess sanctions under contracts and regulations within the law. Retain hearing minutes, disclosed evidence, reasons and proof of service: a sanction's validity may be disputed separately from the conduct itself.

The lawyer's role

The lawyer may draft rules and assist the procedural body, but must distinguish investigation, prosecution and decision-making roles. External independence may be needed in sensitive cases.

Pointers for legal professionals

Point - Professional assessment

Legality - Accessible rule, authority, temporal application and foreseeable sanction.

Safeguards - Information, file access, defence, impartiality, reasons and appeal.

Measures - Interim and final measures differ by purpose, standard, duration and challenge route.

Evidence - Report, register, investigative records, hearing record and proof of notification.

Key point

Disciplinary authority is credible when procedure protects both sporting integrity and defence rights.

Sources and further reading: [1], [3], [18], [19]. Titles and official links are in Appendix 4.

CHAPTER 24 24. Disputes, arbitration and managing legal risk

Identify disputes before formal claims arise: non-payment, injury, exclusion, transfer, licensing, elections or sanctions. A risk and notice register supports evidence preservation and proportionate solutions.

Negotiation, mediation, internal proceedings, arbitration and court action are not necessarily successive stages. The choice depends on jurisdiction, urgency, relationships to preserve and enforceability.

Initial checks

Legal question - Document or point to check

What is the subject and value? - Claim, sporting measure and operational impact.

Where is it heard? - Clause, regulations, law and international dimension.

Which deadline is running? - Notice, challenge, appeal and limitation.

Is urgent action needed? - Competition, licence, transfer and evidence preservation.

How is the outcome enforced? - Assets, recognition, sporting sanctions and jurisdiction.

24.1 Prevention and the dispute file

At the first notice, open a file with chronology, contracts, regulations, communications and assigned responsibilities. Issue a document-preservation instruction and limit uncoordinated statements.

Assess accounting provisions, insurer notification and management reporting separately. Avoid accidentally acknowledging liability in an operational response.

24.2 Choosing the forum

Read clauses and regulations together. Arbitration requires valid consent covering the dispute and parties. Within federations, check exhaustion of internal remedies.

FIFA or CAS jurisdiction does not arise merely from a connection with football or sport. Establish the dispute category, international dimension and applicable provisions.

24.3 Strategy and cost

Define the objective: recovery, continued participation, annulment, protection of rights or ending a relationship. Budget for fees, translation, experts, hearings and enforcement.

A settlement requires competent-body approval and must address money, sporting documents, confidentiality, waivers, fees and enforcement jurisdiction.

24.4 Sports arbitration

Arbitration offers expertise and an international framework but entails strict rules and limited judicial review. Understand the seat, language, arbitrator appointment, governing law and costs before signing.

For CAS appeals, the statutory or regulatory deadline is essential. The statement of appeal and appeal brief may have different functions and deadlines. Retain the decision and proof of service.

24.5 Learning after a dispute

After closure, identify systemic issues: unclear clauses, uncontrolled payments, incomplete files or flawed procedures. Convert lessons into revised templates, training or controls without disclosing confidential information.

24.6 A favourable decision and actual recovery

Record the specific obligation, due date, interest and enforcement procedure. Under FRF rules, Article 37 RSTJF provides for creditor action and disciplinary enforcement. Document partial payments and instalment agreements, specifying procedural effects and consequences of renewed delay.

Under FIFA rules, Article 24 RSTP addresses non-payment of awarded sums and the 45-day period, including suspension of time following a valid request for reasons and CAS appeal. Follow the decision and confirm receipt of money, not merely dispatch of a payment instruction.

A sporting sanction is not execution against assets and does not guarantee recovery from an assetless debtor. In insolvency, use the relevant statutory procedure too. Settlements should specify principal, ancillary amounts, security, due dates and whether waivers operate only after actual payment.

The lawyer’s role

The lawyer gives management a realistic assessment of jurisdiction, prospects, costs and practical effects, distinguishing the legal position from the commercial decision and recording settlement authority.

Pointers for legal professionals

Point - Professional assessment

Analysis - Parties, subject, jurisdiction, law, time, evidence, urgent measures and enforcement.

Forum - Internal committee, national arbitration, FIFA, CAS or court, without label-based assumptions.

Cost - Fees, lawyers, experts, translation, travel and adverse-cost risk.

Closure - Decision, settlement, enforcement and documented institutional learning.

Key point

Dispute management starts with jurisdiction, deadlines and evidence; strategy follows once those foundations are secure.

Sources and further reading: [3], [4], [15], [19], [18], [26], [29], [30]. Titles and official links are in Appendix 4.

CHAPTER 25 25. Football's institutional, legal and jurisdictional system

Football operates through interdependent clubs and leagues, national associations, confederations and FIFA. Each level adopts rules and exercises defined powers. National law, EU law and CAS arbitration make it a rich field for sports law study.

This chapter does not turn football rules into general law for other sports. It presents a mature institutional model from which other disciplines may adapt registration, licensing, dispute-resolution and training-protection mechanisms.

Initial checks

Legal question - Document or point to check

At which level is the relationship? - Club, FRF, UEFA, FIFA or international competition.

Which body has authority? - Executive, disciplinary, licensing, Football Tribunal or CAS.

Which rule prevails? - Mandatory law, statutes, regulations and competition rules.

Is there an EU dimension? - Movement, competition, services and data.

What changes are under way? - RSTP 2027, FFAR and national regulations.

25.1 The institutional hierarchy

FIFA brings together national associations and regulates assigned international competitions and relationships. Confederations organise continental sport. FRF administers affiliated football in Romania; leagues and territorial associations exercise delegated powers.

Clubs join through affiliation and accept statutory duties. Read each body's powers in its constitutional instrument and regulations rather than infer them solely from hierarchy.

25.2 Making and applying rules

Statutes establish structure and powers; regulations detail transfers, discipline, licensing, agents and competitions. Circulars and guides may explain application, but their legal force requires checking.

Assess amendments over time. Clubs need monitoring and implementation processes; legal professionals must retain historical versions used in files.

25.3 The jurisdictional system

Nationally, FRF committees hear categories assigned by statutes and regulations. Internationally, the Football Tribunal contains specialised chambers for disputes allocated by FIFA rules. Disciplinary bodies address their respective violations.

CAS provides appellate arbitral review under statutes and regulations. National courts retain statutory powers and permitted arbitration oversight. Map each case's actual route rather than use a universal scheme.

25.4 Review under national and EU law

FIFA rules have economic and professional effects and may be examined under competition, free movement, services, data protection and procedural-rights law. Diarra and RRC Sports illustrate the interaction between sporting autonomy and CJEU scrutiny.

Review does not remove the need for common rules but requires legitimate objectives and consistent, proportionate measures. This test also matters for other sports developing professional systems.

25.5 A laboratory for sports law

Extensive cases and published decisions allow comparison of approaches to contracts, training, jurisdiction and sanctions. Legal professionals must nevertheless identify the exact rule and avoid extracting statements from context.

Football experience can inspire other federations' digital registers, compensation mechanisms, specialist chambers and procedures. Adaptation must reflect each sport's economics, structure and risks.

25.6 Institutional roles that must remain distinct

FRF manages affiliation and competitions within its remit, with defined committee powers. FIFA Football Tribunal hears international categories assigned to its chambers; disciplinary committees have different subjects. UEFA has its own competition and licensing procedures. A licensing refusal does not automatically go to the same forum as unpaid remuneration.

An organisation's map should identify the underlying instrument, issuing body, first appeal and timetable. Chapter 14 and Annex 2 provide general guidance; the file must also retain the competition-regulation edition. Mid-season changes require checking commencement and transitional rules, not retrospectively rewriting facts.

The lawyer's role

Sports law specialists must track sporting regulations, national law and international case law together. In football, ongoing updates and jurisdictional distinctions form part of substantive analysis, not merely administration.

Pointers for legal professionals

Point - Professional assessment

Levels - Club and league, FRF, UEFA, FIFA, CAS, national courts and CJEU.

Sources - Statutes, regulations, circulars, contracts, national law and EU law.

Jurisdiction - Dispute category, international dimension, internal remedies and arbitration agreement.

Updating - Rule version, event date, new case law and transitional provisions.

Key point

Football offers extensive sports-law material; its value to other disciplines lies in analytical methods, not automatic copying of rules.

Sources and further reading: [13], [15], [18], [19], [23], [24], [25]. Titles and official links are in Appendix 4.

CONCLUSIONS A preventive legal culture

Legal issues in sport often arise before disputes: choosing a contract, completing registration, recommending supplements, treating injury or communicating decisions. Prevention means identifying risk in time and preserving legal options, not eliminating all risk.

For athletes and families, the essential tools are the right questions, complete documents and a personal archive. For clubs and federations, they are clear authority, consistently applied procedures and recorded decisions. For lawyers, classification of the relationship and jurisdictional mapping remain the starting point.

Football law shows how complex sporting systems can become and how case law supports their development. Other disciplines may draw on its mechanisms while respecting their own structures, resources and competitions. Anti-doping, by contrast, is cross-cutting: the same legal and administrative discipline is needed throughout sport.

Six rules for an organised legal approach

Read legislation, regulations, contracts and competition rules together.

Retain the rule version applicable on the event date and the complete document notified.

Distinguish the roles of lawyer, agent, coach and doctor.

Check jurisdiction and deadlines before discussing the merits.

Record decisions and their information basis, particularly in medical and anti-doping matters.

Seek individual advice when a decision may affect eligibility, income or career continuity.

ANNEX 1 Glossary

Term - Meaning in this guide

Affiliation - Admission of an organisation into a federation structure, acquiring statutory rights and obligations.

Sports arbitration - Resolution by one or more arbitrators under a valid agreement or statutory rule.

CAS - Court of Arbitration for Sport, seated in Lausanne, with jurisdiction only under applicable agreements and regulations.

Sports activity agreement - Contract under Law No. 69/2000 and the framework approved by ministerial order, distinct from employment.

International dimension - Relevant connection potentially engaging an international federation's jurisdiction; check the applicable regulatory definition.

Eligibility - Meeting the conditions for an athlete or club to participate in a particular competition.

FFAR - FIFA Football Agent Regulations.

FIFA Football Tribunal - FIFA's adjudicatory structure, comprising chambers with powers assigned by its regulations.

Just cause - A breach sufficiently serious, in the circumstances, to justify early termination.

Sporting registration - Recording the sporting link between athlete, organisation and federation under the discipline's rules.

Interim measure - Temporary protection of rights or proceedings pending final determination.

Player passport - Football registration history, used among other purposes for training mechanisms.

Registration period - The window during which a federation generally permits competition registration.

RSTJF - FRF Regulations on the Status and Transfer of Football Players.

RSTP - FIFA Regulations on the Status and Transfer of Players.

Strict liability - In anti-doping, presence may be established without proving intent, with fault relevant under sanction rules.

TUE - Therapeutic use exemption granted under applicable anti-doping criteria and procedures.

Whereabouts - Location information supplied by athletes in relevant testing pools.

ANNEX 2 Maps of sporting jurisdiction

The following distinguish the first competent authority, appeal route and deadline. There is no universal club-federation-FIFA-CAS route. The act's nature and applicable rules determine each procedure. Chapters 13 and 14 provide further detail.

1. Contracts and status in domestic football

First forum - FRF CNSL or the competent LPF/AJF/AMFB body, according to parties, competition and subject.

Next stage - CNSL decisions: Appeal Commission, then CAS under the RSTJF. AJF routes are not automatically equivalent to FRF routes.

Basis and time - RSTJF Articles 26, 34 and 36. CNSL appeal: five days from the day after receipt of reasons. CAS: 21 days from notification of the appeal decision under Article 36(18).

2. Player-club disputes with an international dimension

First forum - FIFA Dispute Resolution Chamber where RSTP Articles 22-23 are satisfied; check any recognised national arbitration jurisdiction.

Next stage - CAS for appealable decisions, without a prior appeal to the Players' Status Chamber.

Basis and time - RSTP filing period: two years from the event giving rise to the dispute. Requests for reasons and appeals have separate deadlines.

3. Coaches and certain disputes between clubs from different associations

First forum - FIFA Players' Status Chamber within RSTP Articles 22-23.

Next stage - CAS where the rule and decision permit appeal.

Basis and time - Do not assign a case to the DRC merely because it concerns football payments.

4. FIFA training rewards

First stage - EPP and FIFA Clearing House procedures for covered cases; DRC for disputes assigned to it.

Next stage - Challenge the relevant decision through the regulatory route, including CAS where provided.

Basis and time - FCH is a payment institution, not an arbitral tribunal. Identify the challenged FIFA act.

5. Federation disciplinary sanctions

First forum - Federation disciplinary committee or competent international body.

Next stage - Internal appeal body; CAS only with a basis and fulfilled conditions.

Basis and time - Disciplinary rules have their own deadlines and effects. CNSL time limits under the RSTJF do not automatically apply.

6. Agent-client disputes

First forum - Determined by law, agreement and agent rules, considering the international dimension.

Next stage - The route permitted by that system; do not assume current Agents Chamber jurisdiction.

Basis and time - Check FFAR Article 20 and suspensions together with later measures and national law.

7. Employment in Romania

First forum - Competent employment court; sporting consequences are assessed separately.

Next stage - Statutory appeals.

Basis and time - Subject-matter jurisdiction and arbitrability are not displaced by a general federation clause.

8. Sponsorship, image rights, insurance or other civil contracts

First forum - Competent civil court or validly agreed arbitration, according to subject and parties.

Next stage - Statutory or arbitral remedies.

Basis and time - CAS has no universal jurisdiction merely because a party is an athlete.

9. Eligibility, selection, affiliation and licensing

First forum - The body identified in the exact federation or competition statutes and regulations.

Next stage - Applicable internal route and, where relevant, arbitration or court.

Basis and time - Competition timetables require interim relief to be assessed separately from the merits.

Anti-doping: first instance and appeal

ANAD-managed case without the international criterion

First stage - ANAD manages results; the Hearing Commission determines contested charges.

Challenge - Appeal Commission under Articles 111-112. Subsequent CAS access is not general.

International-level athlete or international-event case within Article 61(3)

First stage - ANAD or the Hearing Commission, depending on the act.

Challenge - Exclusive CAS appeal for the parties and under Articles 113-114.

Case managed by an international federation or delegated body

First stage - The hearing body designated by that organisation's rules.

Challenge - The applicable regulatory route, generally CAS in international cases.

CAS Anti-Doping Division at first instance

First stage - CAS ADD only where an agreement or applicable rules confer jurisdiction.

Challenge - The route permitted by ADD rules and the applicable framework. ADD is not ANAD's national appeal body.

For national appeals, Law No. 310/2021 provides 21 days in Article 111 cases and five days for the affected person's provisional-suspension challenge. WADA has separate rules. Article 113 does not give every national athlete a second general CAS appeal. Identify standing and the appealable decision.

A challenge does not automatically suspend the measure. Assess urgent relief separately. CAS Code R49's default 21 days applies only where the relevant statutes or regulations do not set another period.

ANNEX 3 Practical checklists

Before an athlete signs

- I have the complete document and annexes in a language I understand.
- I have checked duration, renewal, remuneration, bonuses and payment dates.
- I know who funds treatment, rehabilitation and insurance after injury.
- I have separated image rights, exclusivity and sponsor obligations.
- I understand termination, sanctions, jurisdiction and deadlines.
- I have a signed copy and an archive independent of the club or agent.

For the parent of a minor athlete

- I have checked the contracting entity and its affiliation.
- My child has received an age-appropriate explanation and been heard.
- The programme protects schooling, health, rest and safety.
- I know the transport, accommodation, communication, image-use and incident-reporting rules.
- I know total costs, withdrawal conditions and registration status.
- For an international move, approvals are in place before relocation.

Before a transfer

- The current contract's status and method of ending it are confirmed.
- The inter-club agreement and athlete contract describe the same transaction.
- Registration windows, eligibility and permits have been checked.
- Agent, client, authority, conflicts and remuneration are documented.
- Medical examinations and other conditions have clear effects.
- Training rewards, solidarity, charges and commissions are listed.

Anti-doping routine

- I do not use medicines or supplements before checking them.
- I retain prescriptions, packaging, receipts, batch details and recommendations.
- I check the Prohibited List annually and whether a TUE is needed.
- I update whereabouts immediately and use an additional check.
- I declare all products at testing and retain the form.

- On notification, I immediately check my rights and deadlines.

On receiving a sporting decision

- I retain the complete message, date, time and proof of service.
- I request reasons and the file without assuming time is suspended.
- I identify the act, issuer, regulations and appeal route.
- I calculate time and check the fee, form, language and recipient.
- I separately assess interim relief and competition effects.
- I avoid public statements before preserving evidence and setting strategy.

For club or federation management

- Every resolution records the competent body, quorum, vote and disclosed conflicts.
- Contracts have approval, valid signatures and a due-date record.
- Licensing and reporting have a timetable, owner and evidence.
- Injury, safeguarding, data and incident procedures are implemented.
- Regulations and forms retain their version and commencement date.
- Disputes and audit findings lead to tracked remedial action.

For an amateur junior leaving a football club

- Distinguish the academy agreement, registration and any existing professional contract.
- Identify the basis: annual July/August application or proven special circumstance; check the competent body.
- Reconstruct periods, age bands, payments and any loans.
- Retain the application record, decision, payment evidence and documents for new registration.

ANNEX 4 Legal sources and case law

Chapter references correspond to the numbers below. Linked titles lead to official publications. For individual transactions, check amendments, suspensions, transitional provisions and the edition applicable to the facts. Course materials and the syllabus informed thematic organisation; legislative sources serve a distinct purpose.

[1] Law No. 69/2000, particularly Articles 14, 14^1, 14^2 and the annex on participants in sporting activity - legislatie.just.ro

[2] Order No. 631/890/2017 approving the framework sports activity agreement - legislatie.just.ro

[3] Law No. 287/2009, Civil Code, consolidated version - legislatie.just.ro

[4] Law No. 53/2003, Labour Code, consolidated version - legislatie.just.ro

[5] Law No. 272/2004 on protecting and promoting children’s rights - legislatie.just.ro

[6] Government Ordinance No. 26/2000 on associations and foundations - legislatie.just.ro

[7] Companies Law No. 31/1990, consolidated version - legislatie.just.ro

[8] Law No. 32/1994 on sponsorship - legislatie.just.ro

[9] Regulation (EU) 2016/679 on data protection - eur-lex.europa.eu

[10] Law No. 310/2021, particularly Articles 61-80 and 110-117 - legislatie.just.ro

[11] World Anti-Doping Code 2021 - www.wada-ama.org

[12] WADA 2026 Prohibited List, particularly Section M2 on prohibited methods - www.wada-ama.org

[13] FIFA Rules and Reports, official regulatory versions - inside.fifa.com

[14] FIFA Football Agent Regulations, January 2025 edition, subject to the applicability qualifications in Chapter 7 - digitalhub.fifa.com

[15] FIFA Football Tribunal - inside.fifa.com

[16] FIFA Guide to Submitting a Minor Application, 2026 edition - inside.fifa.com

[17] FIFA Clearing House regulations, electronic passport and explanatory documents - inside.fifa.com

[18] FRF Statutes and Regulations, version applicable at the transaction date - www.frf.ro

[19] Code of Sports-related Arbitration, effective from 1 July 2025 - www.tas-cas.org

[20] CAS Anti-Doping Division Procedural Rules - www.tas-cas.org

[21] CAS 2023/A/10025 and CAS 2023/A/10227, reasoned award published by ITIA - www.itia.tennis

[22] CAS 2024/A/10679 Vlad Dascălu v UCI, award of 13 March 2025 - www.tas-cas.org

[23] CJEU Case C-650/22 FIFA, judgment of 4 October 2024 - eur-lex.europa.eu

[24] CJEU Case C-209/23 RRC Sports, judgment of 16 July 2026 - eur-lex.europa.eu

[25] FIFA approval of the new transfer framework on 10 June 2026, applicable from 1 January 2027 - inside.fifa.com

[26] FRF RSTJF text published in 2023, read with subsequent amendments - www.frf.ro

[27] RSTJF amendments applicable from 1 July 2024, Articles 4 and 14 - www.frf.ro

[28] RSTJF amendments approved on 18 July 2025 - www.frf.ro

[29] FIFA RSTP, July 2025 edition, applicable before the new 2027 framework - digitalhub.fifa.com

[30] Procedural Rules Governing the Football Tribunal, January 2026 edition - digitalhub.fifa.com

[31] FIFA temporary suspension of certain FFAR provisions and Circular No. 1873 - inside.fifa.com

[32] CAS 2015/A/4286 Sebino Plaku v. WKS Śląsk Wrocław SA - jurisprudence.tas-cas.org

ANNEX 5 Subject index

Subject - Chapters