

FIFA®



Mediation Guidelines

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SCOPE



1. FIFA mediation is provided only for the resolution of disputes that fall under the jurisdiction of the Football Tribunal (**FT**) in accordance with the FIFA Regulations on the Status and Transfer of Players (**RSTP**) and the Procedural Rules Governing the Football Tribunal (**Procedural Rules**), in force from time to time.
2. Mediation is a flexible process conducted confidentially in which a neutral person actively assists the parties in working towards a negotiated agreement to settle a dispute or difference (the **mediator**).
3. FIFA mediation is only possible where:
 - a) the parties are recognised as such under the Procedural Rules; and
 - b) the FT has jurisdiction to hear a dispute between such parties in accordance with the RSTP. FIFA mediation shall not include matters that fall outside the scope of the FT's jurisdiction.
4. FIFA mediation is not possible if the dispute is affected by any preliminary procedural matter in accordance with the Procedural Rules.



REFERRAL TO FIFA MEDIATION



1. Referral to FIFA mediation may be as a result of:
 - a. voluntary referral by parties recognised by FIFA for matters included in article 22 of the RSTP;
 - b. voluntary referral by parties involved in an existing dispute lodged before the FT;
 - c. responding to a recommendation made by the FIFA general secretariat, by the chairperson of the FT, or by the chairperson of a chamber of the FT.
2. FIFA mediation may take place at any moment until a decision is taken by the relevant chamber of the FT. However, the FIFA general secretariat will consider, and determine in its absolute discretion, whether it is appropriate to mediate the dispute between the parties.
3. Each party is free to decide whether or not to agree to mediation, and to leave mediation proceedings at any moment.



THE MEDIATOR



- 1 FIFA will issue a list of approved mediators in accordance with the Procedural Rules.
- 2 Once the parties have agreed to mediate a dispute, they will be invited to nominate, by mutual agreement, a mediator from the above list within five days; in the absence of such an agreement, the FIFA general secretariat will nominate a mediator from the above list. The FIFA general secretariat may equally suggest a mediator to the parties.
- 3 The Procedural Rules regarding independence and conflict of interest apply to the mediator, who shall confirm their independence, impartiality and neutrality in the relevant mediation agreement.



PROCEEDINGS



1. Once a mediator has been nominated, the parties will be requested to sign a mediation agreement on the standard form provided by FIFA, without which the mediation shall not proceed. A copy of such signed mediation agreement must be made available to FIFA.
2. The mediation will take place under the specific instructions of the mediator. The FIFA general secretariat will support the mediator in performing their tasks. The mediator shall promote the settlement of the issues in dispute in any manner they believe to be appropriate. To achieve this, the mediator will:
 - a. help the parties to identify the issues in dispute as well as any possible interests within or beyond the dispute;
 - b. facilitate a discussion of the issues by the parties, either in joint or separate meetings;
 - c. assist the parties in the identification of possible solutions and in the exchange of potential proposals.
3. Where a claim has been lodged before the FT, any mediation proceedings shall not suspend the original proceedings before the FT.
4. The mediation will be private and kept confidential from third parties. The mediator, the parties, their representatives and advisers, and any other person present during any meetings between or with the parties shall not disclose to any third party any information given to them during the mediation, unless required by applicable law/regulations to do so. A party shall not compel the mediator to divulge records, reports or other documents, or to testify in regard to the mediation in any arbitral or judicial proceedings.
5. Any information given by one party may be disclosed by the mediator to the other party only with the prior written consent of the former. Save for the personal notes of the mediator, the FIFA general secretariat or the parties and/or their representatives, no record of any kind, such as audio or video recordings, transcripts or minutes, shall be made of the meetings.



6. Unless required to do so by applicable law/regulations and in the absence of any agreement of the parties to the contrary, the parties shall not rely on, or introduce as evidence in any arbitral or judicial proceedings:

 - a. views expressed or suggestions made by a party within the mediation proceedings with respect to a possible settlement of the dispute;
 - b. admissions made by a party during the course of the mediation proceedings;
 - c. documents, notes or other information obtained during the mediation proceedings;
 - d. the fact that a party had or had not indicated willingness to accept a settlement proposal and/or to engage in mediation proceedings.
7. The parties may be legally represented or assisted during mediation proceedings. If a party is to be represented, the other party, the mediator and FIFA must be informed beforehand as to the identity of such representative. The Procedural Rules regarding legal representatives shall apply to any mediation proceedings.
8. The mediator shall ensure that the terms of any potential settlement between the parties comply with the applicable regulations and are enforceable by FIFA.
9. Neither the mediator nor any FIFA officials acting in an administrative capacity may be held liable for any action or omission relating to any decision or procedure undertaken in accordance with the applicable FIFA regulations or these mediation guidelines.



CONCLUSION OF THE MEDIATION



1. The mediation may end:

 - a. with the parties signing a settlement agreement in relation to their dispute or difference;
 - b. if the mediator considers, at their full discretion, that continuing the mediation is unlikely to result in a settlement and/or that there is any other reason justifying the termination of the mediation proceedings;
 - c. if any of the parties acts in breach of the mediation agreement;
 - d. if any of the parties allege that the mediator is acting in breach of the mediation agreement;
 - e. if any of the parties are, in the mediator's opinion, acting in bad faith; or
 - f. with a written declaration signed by a party or the parties to the effect that the mediation proceedings are terminated.
2. The settlement agreement shall be drawn up by the parties, with the assistance of the mediator if required, using the standard form provided by FIFA. It shall be signed by the parties and subsequently sent to FIFA for ratification in accordance with the Procedural Rules. A copy of the settlement agreement will be provided to each party.
3. Upon the signature of a settlement agreement, the parties and/or the mediator will inform the FIFA general secretariat that a settlement agreement has been signed and request the closure of any proceedings pending before the FT, where applicable.
4. Any settlement agreement reached by the parties shall cover the entire dispute between the parties. The parties shall not be authorised to continue with any proceedings pending before the FT after a settlement agreement has been concluded.
5. Only settlement agreements that fall within the scope and jurisdiction of the FT will be ratified by FIFA.
6. The ratification of a settlement agreement by FIFA shall be considered to be a final and binding decision of the FT pursuant to the applicable FIFA regulations. The parties waive their right to appeal said decision.



COSTS



1. FIFA mediation is free of charge for the parties, although they shall bear their own costs. FIFA will bear the costs of the mediator.

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