## **Disciplinary Committee**



Date: 23 July 2024

Sent to:

Salvadoran Football Association

c/o Mr. Marc Cavaliero & Mr. Jaime Cambreleng Contreras Via the FIFA Legal Portal Cc:

CONCACAF

Notification of the grounds of the Decision Ref. no. FDD-18137

Dear Madam, Dear Sir,

Please find attached the grounds of the decision passed in the aforementioned case by a member of the FIFA Disciplinary Committee on 27 June 2024.

We would appreciate your taking due note of this decision and ensuring its implementation.

Yours faithfully,

**FIFA** 

Carlos Schneider

Director of the FIFA Judicial Bodies

1.



# **Decision of the FIFA Disciplinary Committee**

passed on 27 June 2024

#### **DECISION BY:**

Lord VEEHALA (Tonga and New Zealand), Member

#### ON THE CASE OF:

**Salvadoran Football Association** 

(Decision FDD-18137)

#### **REGARDING:**

Art. 1.4 of Annexe 1 of the FIFA Regulations on the Status and Transfer of Players, February 2024 edition (RSTP) – *Principles for men's football* 



#### I. FACTS

- 1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the member of the FIFA Disciplinary Committee (**the Committee**) has thoroughly considered in his discussions and deliberations any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of his position and in the ensuing discussion on the merits.
- 2. The March 2024 international window, as defined pursuant to the <u>FIFA Men's International Match Calendar</u> 2023-2030, runs from 18 March 2024 to 26 March 2024 (**the March International Window**).
- On 20 March 2024, a match was played between the representative teams of El Salvador and Bonaire in Washington, District of Columbia, USA (attendance 3,709 spectators – Final score 1-1) (the Bonaire Match or Match 1).
- 4. On 22 March 2024, a match was played between the representative teams of El Salvador and Argentina in Philadelphia, Pennsylvania, USA (attendance 12,000 spectators Final score 3-0) (**the Argentina Match** or **Match 2**).
- 5. On 26 March 2024, a match was played between the representative teams of El Salvador and Honduras in Houston, Texas, USA (no attendance reported Final score 1-1) (**the Honduras Match** or **Match 3**).
- 6. On 23 May 2024, in view of the foregoing, the Secretariat to the FIFA Disciplinary Committee (**the Secretariat**) *inter alia* informed the Salvadoran Football Association (**the FESFUT** or **the Respondent**) that the reported conduct(s) would constitute a potential breach of art. 1.4 of Annexe 1 of the FIFA Regulations on the Status and Transfer of Players, February 2024 edition (**RSTP**). In this respect, in accordance with art. 58 of the FIFA Disciplinary Code, 2023 edition (**FDC**), as read in conjunction with Annexe 1 FDC, the Secretariat *inter alia* provided the Respondent with Referees' Reports of Match 1, Match 2 and Match 3 (as applicable) and proposed the following sanction(s) to the Respondent on the basis of the existing case file (**the Proposal**):

"The Respondent shall pay a fine to the amount of CHF 10,000."

- 7. In particular, the Proposal stated that, in line with art. 58 FDC, the Respondent could reject the proposed sanction and submit its position before the Committee within five (5) days as of the notification of such communication. In such circumstances "regular disciplinary proceedings [would] be conducted, and the FIFA Disciplinary Committee [would] decide on the case using the file in its possession".
- 8. On 28 May 2024<sup>1</sup>, the Respondent rejected the Proposal of the Secretariat and requested (*free English translation from Spanish*) "an extension of 5 days" to provide its position.
- 9. On the same date (28 May 2024), the Secretariat informed the Respondent that its request for an extension of the deadline to provide its position had been granted, the Respondent consequently being invited to submit its position by 03 June 2024 at the latest.
- 10. On 03 June 2024, the Respondent provided its position.<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> In other words, within the 5-day deadline for the rejection of the proposed sanction(s) granted pursuant to art. 58 FDC.

<sup>&</sup>lt;sup>2</sup> The full position of the Respondent is summarised in the following section.



#### II. RESPONDENT'S POSITION

11. The position submitted by the Respondent on 03 June 2024 can be summarised as follows (*free English translation from Spanish*):

#### A. Facts

- 12. The Respondent requested that it be found not to have breached art. 1.4 of Annexe 1 RSTP.
- 13. In doing so, the Respondent explained that on 2 January 2024, it hired a new head coach, Mr. David Dóniga. As such, the March International Window was the first occasion for Mr. Dóniga to coach the FESFUT Senior Men's National Team against other national teams.
- 14. In view of these circumstances, the Respondent considered it important to organise a training/exhibition match before their international "A" matches in the March International Window, as it considered that it would give Mr. Dóniga an opportunity to "conduct a training session resembling a match".
- 15. The Respondent submitted that "this need" became even more pressing when it was confirmed that the Respondent's senior national team would be playing the "reigning world champions Argentina in an international "A" match".
- 16. On 21 February 2024, the Respondent requested authorisation from CONCACAF to play an exhibition match *El Salvador v. Bonaire* which was approved by CONCACAF on 12 March 2024 as a "training match". The "FIFA International Matches department was copied on the email".
- 17. Therefore, the Respondent organised the "training against the national team of a minor federation such as Bonaire".
- 18. The Respondent stated that as "this" was "merely a training/exhibition match" both federations (El Salvador and Bonaire) agreed that it was not necessary to apply all the Laws of the Game, such as, for example, unlimited substitutions were allowed FESFUT having made "up to 8 changes of players",
- 19. With the foregoing in mind, the Respondent stipulated that it then followed the relevant procedures to request approval for the two international "A" matches it played during the March International Window.
- 20. On 19 and 20 March 2024 respectively, the Respondent pointed out that "FIFA authorised these matches without reservation and without at any time questioning FESFUT's (non-) compliance with the FIFA regulations".

#### **B.** Training Match

- 21. The Bonaire Match was a mere training session between the two teams (El Salvador and Bonaire).
- 22. The two federations (El Salvador and Bonaire) agreed that the Bonaire Match would be a training/exhibition match and so it was promoted to the public.



23. The Respondent submitted that "proof of this" was that i) the federations (El Salvador and Bonaire) agreed that as many player changes as necessary could be made during the Bonaire Match (the FESFUT therefore making 8 changes after half-time); ii) Only 3,709 spectators attended the Bonaire Match, had it been a friendly match, the interest of the fans would have been much higher, and; iii) the Bonaire Match was advertised as an "exhibition match". To this effect, page 7 of the Respondent's position outlined the following:







24. As such, the Respondent considered that "the training on 20 March 2024 between FESFUT and Bonaire" could not be considered as a friendly match within the meaning of the FIFA International Match Regulations and, therefore, of Annexe 1 RSTP.

#### C. The Respondent is not in breach of the RSTP

- 25. On the basis of art. 1.4 of Annexe 1 RSTP as read in conjunction with FIFA Circular No. 1593, the Respondent deemed it clear that the "two-match limit covers official or friendly matches but does not regulate how a national team's training sessions are to be conducted".
- 26. According to the Respondent, the FIFA Circular No. 1593 creates a relevant distinction, as it clearly stipulates that when participating teams wish to make more changes/substitutions than allowed within the Laws of the Game, then the match will be considered as a mere training match.
- 27. The Respondent stipulated that there is no prohibition on organising a training session in match format against another national team such as the El Salvador and Bonaire training session on 20 March 2024.
- 28. The Respondent acknowledged that it had played two international "A" matches (*i.e.* friendly matches) during the March International Window: the Argentina Match played on 22 March 2024 and the Honduras Match played on 26 March 2024.
- 29. The Respondent stated that the Argentina Match and the Honduras Match were held "in accordance with the applicable regulations" as it considered was demonstrated by the "authorisations received by FIFA on 19 and 20 March 2024".
- 30. In other words, the Respondent submitted that despite being informed at all times about the organisation of the various matches (training and friendly matches), FIFA authorised them to take place. At no time did FIFA state that the Respondent would be in breach of the applicable regulations if it were to play such training and/or friendly matches.
- 31. If FIFA had considered that there was a risk of non-compliance (by the Respondent or otherwise) with its own regulations, it should have refused to "authorise the friendly matches in its communications of 19 or 20 March 2024".
- 32. Alternatively, at the least, FIFA should have informed the FESFUT of the potential non-compliance it could incur by "going ahead with the friendly matches".
- 33. By authorising "the friendly matches (and not mentioning anything about any possible breach of its regulations)", the Respondent argued that FIFA had created a legitimate expectation on the part of the Respondent that it was acting in accordance with, and respecting, the applicable regulations during the March International Window.
- 34. According to the Respondent, this "legitimate expectation caused by the FIFA authorisations" was exacerbated by the content of FIFA Circular No. 1593, which, likewise according to the Respondent, determines that "in cases such as the current one where the two federations agree that more changes than those permitted in the Laws of the Game can be made, the match will be considered as a mere training match".



35. Therefore, the Respondent put forward that even if the Committee considered that the FESFUT had breached art. 1.4 of Annexe 1 RSTP (*quod non*), no sanction(s) should be imposed against it given "FIFA's own behaviour in authorising the friendly matches when already knowing that the training match with Bonaire would take place".

#### **D.** Conclusions

- 36. Having demonstrated that the FESFUT faced Bonaire during a training session and not during a friendly match (within the meaning of the RSTP) or international match (within the meaning of the FIFA International Match Regulations), the breach assumed by the Secretariat within the Proposal "disappears by itself".
- 37. In particular, the Respondent considered that it had demonstrated that it only played two friendly/international matches during the March International Window (the Argentina Match and the Honduras Match) and had likewise maintained a four-day gap between said matches of the March International Window.
- 38. The Respondent stated that it had therefore not breached art. 1.4 of Annexe 1 RSTP and therefore did not "deserve to be sanctioned", especially with "a fine as disproportionate as the one suggested by the Secretariat".
- 39. The Respondent considered that if the Secretariat had had access to the information as presented within its position, it would "never have considered" that there was any non-compliance with the RSTP and would not have notified the Proposal.
- 40. The Respondent therefore respectfully requested the Committee to issue a decision in "accordance with its request".
- 41. The Respondent submitted supporting information and/or documentation with respect to its position as outlined above.
- 42. The Committee once again reiterated that it has considered all the facts, allegations, legal arguments and evidence provided by the Respondent, and in the present decision had only referred to those observations and evidence regarded as necessary to explain its reasoning.

#### III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

43. The above being established and in view of the circumstances of the present proceedings, the Committee decided to subsequently address the procedural aspects of the case, *i.e.* its jurisdiction and the applicable regulatory framework, before proceeding to the merits of the case and determining the possible infringements committed by the Respondent, as well as the possible sanctions, if applicable, resulting therefrom.

#### A. Jurisdiction of the FIFA Disciplinary Committee

44. First of all, the Committee noted that at no point during the present proceedings did the Respondent challenge its jurisdiction or the applicability of the FIFA Disciplinary Code (**FDC**).



45. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, on the basis of arts. 56 and 57 FDC, as read together with art. 6 of Annexe 1 RSTP (February 2024 edition – see par. 46 *infra*.), it was competent to evaluate the present case and to impose sanctions in case of corresponding violations.

#### B. Applicable law

- 46. In order to duly assess the matter(s) at hand, the Committee subsequently recalled the content and scope of the relevant provision(s) of the February 2024 edition of the RSTP, which, in its view, was the edition applicable to the present proceedings, given that the concerned Matches at stake Match 1, Match 2, and Match 3 had been played during the March International Window<sup>3</sup>, when the aforementioned edition of the RSTP was in force.
- 47. Moreover, the Committee considered that the procedural aspects of the present proceedings should be covered by the 2023 edition of the FDC, as applicable.
- 48. This being established, with respect to the relevant regulations, the Committee referred to art. 1.4 of Annexe 1 RSTP which reads as follows:

#### Art. 1.4 of Annexe 1 of the RSTP - Principles for men's football

4. An international window is defined as a period of nine days starting on a Monday morning and ending on Tuesday night the following week (subject to the temporary exceptions below), which is reserved for representative teams' activities. During any international window a maximum of two matches may be played by each representative team (subject to the temporary exceptions below), irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday).

(...)

- 49. In this respect, the Committee emphasised that it was clear from the wording of this provision that i) during any defined international window a maximum of two (2) matches may be played by each concerned representative team and; ii) a minimum of at least two (2) full calendar days must be left between each of these aforesaid two matches.
- 50. Moreover, in connection with the provisions of art. 1.4 of Annexe 1 RSTP, the Committee further took into account the stipulation(s) of the FIFA Commentary on the Regulations on the Status and Transfer of Players (2023 edition **the Commentary**)<sup>4</sup> that:
  - "(...) To protect players' health, reduce the risk of injuries and give players sufficient time to recover and regenerate between matches, factoring in their return to their club to participate in club competition matches, a representative team may only play a maximum of two matches during an international window. The nature of the matches concerned (i.e. whether a non-official match or an official match) is

<sup>&</sup>lt;sup>3</sup> Which runs from 18 March 2024 to 26 March 2024, as defined pursuant to the <u>FIFA Men's International Match Calendar 2023-</u>

<sup>&</sup>lt;sup>4</sup> A document which *inter alia* aims to support in ensuring that the RSTP are applied consistently across the global football community by the (in)direct members of FIFA.



irrelevant. A rest period of at least two full calendar days must be observed between the two matches scheduled for the specific representative team. By analogy, a player may also only play a maximum of two matches during an international window and is subject to the same rest period.

 $(\ldots)$ 

The Regulations do not establish a minimum number of minutes for which the player must have been on the pitch to have been considered to have participated in a match. Accordingly, any active participation in a match (i.e. the player being fielded during the game), no matter how short, will trigger the application of the rest period provided for by the Regulations, and will count towards the maximum number of matches. (...)" (p. 516)

51. In this sense, the Committee observed that the Commentary specifies that art. 1.4 of Annexe 1 RSTP *inter alia* aims to protect players' health (by allowing sufficient recovery time between matches and reducing risk of injury), and that the nature of the established two-match-maximum which may be played during an international window pursuant to art. 1.4 of Annexe 1 RSTP is irrelevant (*i.e.* whether said matches are indeed official or non-official matches).

#### C. Standard of proof

- 52. Firstly, the Committee recalled that, as a general rule, the burden of proof regarding disciplinary infringements rests on the FIFA judicial bodies (cf. art. 41 FDC). In other words, the Committee is required to prove the relevant infringement(s) at stake.
- 53. In continuation, the Committee pointed out that, in accordance with art. 39.3 FDC, the standard of proof which is to be applied in disciplinary proceedings is that of "comfortable satisfaction". According to this standard, the onus is on the competent judicial body to establish the disciplinary violation(s) to its comfortable satisfaction, while taking into account the seriousness of the allegation(s) at hand.
- 54. Having clarified the foregoing, the Committee proceeded to consider the merits of the case.

#### D. Merits of the case

#### 1. Issues of review

- 55. The relevant provisions having been recalled and the above being established, the Committee proceeded to analyse the evidence at its disposal, in particular, the documentation and information provided in the scope of the present disciplinary proceedings, in order to determine the potential violation(s) of the RSTP committed by the Respondent.
- 56. In this context, the Committee began its analysis by pointing out from the case file at hand that it was not denied nor contested by the Respondent that its (A) representative team had participated in Match 1, Match 2 or Match 3 during the March International Window the Respondent rather having submitted in this respect that:
  - i. The Respondent had only played two friendly/international matches during the March International Window (the Argentina Match and the Honduras Match) with a four-day gap inbetween, as the Bonaire Match was a mere training session/exhibition match;



- ii. The Respondent requested authorisation from CONCACAF to play the Bonaire Match, which was approved by the former on 12 March 2024 as a "training match", with the "FIFA International Matches" department being copied on the pertinent email;
- iii. The Bonaire Match cannot be considered as a friendly match (within the meaning of the FIFA International Regulations) as i) it was advertised/promoted to the public as an "exhibition match"; ii) 'only' 3,709 spectators attended the Bonaire Match, and; iii) the federations (El Salvador and Bonaire) agreed that as many changes/substitutions as necessary could be made during the Bonaire Match (the FESFUT making 8 changes after half-time);
- iv. FIFA Circular No. 1593 clearly stipulates that when participating teams wish to make more changes/substitutions than allowed within the Laws of the Game (as was the case within the Bonaire Match), then the concerned match will be considered as a mere training match;
- v. The two-match limit established under art. 1.4 of Annexe 1 RSTP, as read in conjunction with FIFA Circular No. 1593, covers official or friendly matches but "does not regulate how a national team's training sessions are to be conducted";
- vi. There is no prohibition on organising a training session in match format against another national team such as the El Salvador and Bonaire training session on 20 March 2024 (*i.e.* the Bonaire Match);
- vii. At no point did FIFA state that the Respondent would be in breach of the applicable regulations if it were to play Match 1, Match 2 and Match 3, despite being informed at all times about the organisation of the former and having authorised the Honduras Match and the Argentina Match.
- 57. As such, with the foregoing in mind, the Committee considered that it was comfortably satisfied that the "A" representative team of the Respondent had participated in Match 1, Match 2 and Match 3 (collectively, **the Matches**) during the March International Window, as was uncontested by the Respondent.
- 58. In these circumstances, the Committee subsequently proceeded to examine whether any provisions of the RSTP had been breached by the Respondent.
  - 2. Analysis of the facts in light of art. 1.4 of Annexe 1 RSTP
- 59. To begin, the Committee firstly remarked that pursuant to art. 1.4 of Annexe 1 RSTP, as read in conjunction with the Commentary, during the March International Window<sup>5</sup>, FESFUT's representative team was entitled to play a maximum of two (2) matches with a minimum rest period of two full calendar days being observed between said matches this, irrespective of the nature of the matches concerned (*i.e.* whether said matches were non-official or official matches and/or were qualifying matches for an international tournament or friendlies).
- 60. In continuation, the Committee deemed it pertinent to recall once more that the Commentary clearly establishes that (one of) the intended purpose(s) of the provisions of art. 1.4 of Annexe 1 RSTP *i.e.* the rule that a representative team may only play a maximum of two matches during an international window and that a rest period of at least two (2) full calendar days must be observed between the two matches scheduled

<sup>&</sup>lt;sup>5</sup> Or indeed any given international window as defined pursuant to the applicable FIFA rules/regulations.



for a specific representative team - is to ensure the protection of players' health, to reduce injury risk and to allow sufficient time for players to recover in-between matches.

- 61. With the foregoing in mind and towards this end, the Committee proceeded to acknowledge the submission(s) of the Respondent within its position that it had purportedly only played two as opposed to three (3) friendly/international matches during the March International Window (the Argentina Match and the Honduras Match), with a four-day gap in-between, as the Bonaire Match was 'only' a 'mere' training/exhibition match, having been approved by CONCACAF as such.
- 62. In particular, with respect to the Bonaire Match, the Committee took into account the Respondent's specific submissions that the Bonaire Match could only be considered as a mere training match (and not a friendly match) as:
  - i. It was advertised/promoted to the public as an "exhibition match";
  - ii. 'Only' 3,709 spectators attended the Bonaire Match;
  - iii. FESFUT and the Bonaire Football Federation agreed that as many changes/substitutions as necessary could be made during the Bonaire Match (the FESFUT therefore making 8 changes after half-time) the FIFA Circular No. 1593 clearly stipulating that when participating teams make more changes/substitutions than allowed within the Laws of the Game (as was the case within the Bonaire Match), then the concerned match will be considered as a mere training match, and;
  - iv. On 12 March 2024, CONCACAF<sup>6</sup> granted its approval to play the Bonaire Match as a "training match", FIFA being in copy of said email-communication.
- 63. However, whilst taking the Respondent's arguments into consideration, the Committee, upon its review of the entirety of the documentation and information conforming the case file in the present proceedings and in reference to its deliberations as outlined above, was settled in its determination that regardless of whether or not the Bonaire Match was to be considered as a training/exhibition match as was argued by the Respondent -, or indeed as a friendly/international match, the Respondent's breach of art. 1.4 of Annexe 1 RSTP was nevertheless manifest.
- 64. In this regard, the Committee wished to point out (once again) from the wording of art. 1.4 of Annexe 1 RSTP, as read in conjunction with the above-referenced stipulations of the RSTP Commentary, that it was clear that:
  - i. A representative team may only play a maximum of two matches during an international window, with the nature of the matches concerned, *i.e.* whether a non-official match such as a training/exhibition match or an official match, or indeed a qualifying match for an international tournament or a friendly, being irrelevant, and;
  - ii. With respect to the two matches scheduled for the pertinent representative team (*in casu* the (A) representative of the Respondent) in a given international window (*in casu* the March

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<sup>&</sup>lt;sup>6</sup> Following the Respondent's request for authorisation to play the Bonaire Match.



International Window), a rest period of at least two full calendar days in-between said matches must be observed<sup>7</sup>.

- 65. In this context and with the above in mind, whilst recognising the Respondent's submission(s) that the Bonaire Match was a training/exhibition match, the Committee was, notwithstanding the Respondent's contentions, firm in its conclusion(s) that it remained regardless of the nature of the Bonaire Match as a training/exhibition match or otherwise, that the two-match-maximum for the March International Window, as well as the requisite two (2) day minimum rest period between matches established pursuant to art. 1.4 of Annexe 1 RSTP, was clearly not observed by the Respondent the Respondent's (A) representative team having participated in all three (3) of the Matches and the two (2) day rest period not being observed between the Bonaire Match (played on 20 March 2024) and the Argentina Match (played on 22 March 2024). Moreover, the Committee specifically observed, on the basis of the respective Referee's Reports of Matches 1, 2 and 3, that a number of the players of the Respondent's representative team had played in all three of the Matches.
- 66. As such, in light of the above and taking into account the entirety of the case file at its disposal, the Committee was comfortably satisfied that the representative team of the Respondent had played/participated in three (3) matches during the March International Window the Bonaire Match, the Argentina Match and the Honduras Match in breach of art. 1.4 of Annexe 1 RSTP.
- 67. As a result and having determined the foregoing, *i.e.* that the Respondent was to be held liable for the breach of art. 1.4 of Annexe 1 RSTP, the Committee held that the Respondent had to be sanctioned accordingly.
  - 3. The determination of the sanction(s)
- 68. The violation(s) of the RSTP by the Respondent having been established, the Committee subsequently considered the sanction(s) to be imposed.
- 69. The Committee observed in the first place that the Respondent was a legal person, and as such, was subject to the sanctions described under art. 6.1 and 6.3 FDC.
- 70. For the sake of good order, the Committee underlined that it was responsible for determining the type and extent of the disciplinary measures to be imposed in accordance with the objective and subjective elements of the offence(s), this, whilst taking into account both the aggravating and mitigating circumstances of the case (art. 25.1 FDC).
- 71. As established above, the Respondent was found liable for the breach of art. 1.4 of Annexe 1 RSTP. In this regard, the Committee stressed that the football authorities as well as the members of the football community are expected enforce these rules in a consistent and strict manner. In other words, clubs and associations are responsible for ensuring that the provisions of the RSTP are duly respected.
- 72. Against this background, the Committee turned its attention to the arguments raised by the Respondent and subsequently found that in no capacity could it endorse or find merit in the Respondent's argument(s)/insinuation(s) that its responsibility for its non-compliance with the aforementioned provision could be excluded purely by virtue of the fact that FIFA was in copy of CONCACAF's email of 12 March 2024

<sup>7</sup> The Committee noting in this respect that the RSTP Commentary states by way of analogy that a player may "also only play a maximum of two matches during an international window and is subject to the same [two full calendar days] rest period".



approving the Bonaire Match as a "training match" and/or that FIFA – on 19/20 March 2024 respectively – had authorised the Honduras Match and the Argentina Match.

- 73. Furthermore, in determining the sanction(s) to be applied, the Committee held that it must take into account the Respondent's ostensible disregard for its players' health and risk of injury by allowing insufficient time for recovery and regeneration between the Matches (specifically, between the Bonaire Match and the Argentina Match).
- 74. This said, the Committee likewise took into account that the Respondent had no previous record(s) of any infringements of the RSTP, however, underlined that such element could in no way justify the Respondent's failure to comply with the pertinent provision(s) of the RSTP as outlined above.
- 75. As such, taking into account the entirety of the case file before it, the Committee was settled in its determination that, in the present circumstances, a fine was the most appropriate measure with which to sanction the Respondent in response to its established infringement of art. 1.4 of Annexe 1 RSTP.
- 76. Given the above and with respect to the fine to imposed, the Committee recalled that, in accordance with art. 6.4 FDC, it may not be lower than CHF 100, nor greater than CHF 1,000,000.
- 77. Therefore, in this sense, and taking into account all the circumstances of the case at hand, whilst keeping in mind the deterrent effect that the sanction must have on the reprehensible behaviour, the Committee deemed that a fine amounting to CHF 10,000 was to be considered as appropriate and proportionate to the offence(s) committed. In particular, it was expected by the Committee that a fine of such amount would serve to produce the necessary deterrent effect upon the Respondent, whilst also serving as a sufficient reminder to the latter to undertake all appropriate measures in order to guarantee that the FIFA regulations are strictly complied with.



### IV. DECISION OF THE DISCIPLINARY COMMITTEE

- 1. The Salvadoran Football Association is ordered to pay a fine to the amount of CHF 10,000 for having failed to comply with the relevant provisions of the FIFA Regulations on the Status and Transfer of Players as a result of its representative team having played three (3) matches during the March 2024 international window.
- 2. The fine is to be paid within 30 days of notification of the present decision.

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

**Lord VEEHALA (Tonga and New Zealand)** 

Member of the FIFA Disciplinary Committee



#### NOTE RELATING TO THE LEGAL ACTION:

According to art. 58 (1) of the FIFA Statutes as read together with art. 52 of the FDC, 2023 edition, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with CAS.

#### NOTE RELATING TO THE PAYMENT OF THE FINE:

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.