



Arbitration CAS 2019/A/6366 FC Krasnodar & Murad Musaev v. Union of European Football Associations (UEFA), award of 6 April 2020 (operative part of 1 October 2019)

Panel: Mr Manfred Nan (The Netherlands), Sole Arbitrator

Football

Attribution of a licence to a coach

Aim and scope of the UEFA Coaching Convention and role of the UEFA Jira Panel

Interpretation of the “one year experience” of Article 17 UEFA CC

Nature of the UEFA procedure

1. **Based on Articles 2 and 3 of the UEFA Coaching Convention (CC), the UEFA CC is primarily applicable and sets the minimum requirements regarding, inter alia, UEFA diploma courses, including admission criteria, organisation, duration, content, course completion and the issuance of the coaching diplomas/licences. With the UEFA CC, UEFA created a system in which the UEFA Jira Panel, composed of coach education experts, is authorized to apply and implement the UEFA CC.**
2. **Pursuant to Article 17 UEFA CC, for a coach to be admitted to a UEFA Pro diploma course, s/he must comply with two criteria, i.e. the coach must: (i) hold a valid UEFA A licence; and (ii) have at least one year’s coaching experience as a UEFA A licence holder. The “one year experience” referred to commence on the date of graduation of the “UEFA A” diploma course and not from the commencement date of the “UEFA A” diploma course. The latter interpretation would make the second precondition redundant, as it would entail that the candidate necessarily has one year experience at the date of being awarded the diploma since the course lasts approximately one year.**
3. **The decision of the UEFA Jira Panel to deny the request of a coach to be eligible to participate in the UEFA Pro diploma course because s/he does not meet the requirements set out in the applicable regulations is not a decision of international disciplinary nature, as the UEFA Jira Panel does not impose any sanction on the coach.**

I. PARTIES

1. Limited Liability Company Football Club Krasnodar (the “Club” or the “First Appellant”) is a professional football club with its registered office in Krasnodor, Russia. The Club is registered with the Football Union of Russia (the “FUR”), which in turn is affiliated to the *Union des Associations Européennes de Football* (“UEFA”).

2. Mr Murad Musaev (the “Coach” or the “Second Appellant”) is a professional football coach with Russian nationality, currently employed by the Club.
3. The Club and the Coach together are referred to as the “Appellants”.
4. UEFA is an association under Swiss law, which has its registered office in Nyon, Switzerland. UEFA is the governing body of football at the European level. It exercises regulatory, supervisory and disciplinary functions over national federations, clubs, officials, coaches and players in Europe.

II. INTRODUCTION

5. The present appeal arbitration procedure concerns a dispute between the Club and the Coach on the one hand, and UEFA on the other hand, related to UEFA’s Coaching Convention (the “UEFA CC”). The UEFA Jira Panel (the “Jira Panel”) dealt with a request filed by the FUR to organise an individual UEFA Pro diploma course for the Coach with an intended start on 7 July 2019. The Club and the Coach are challenging the Jira Panel’s decision to deny the request.

III. FACTUAL BACKGROUND

6. Below is a summary of the main relevant facts, as established on the basis of the written and oral submissions of the Parties and the evidence examined in the course of the proceedings including the hearing. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

A. Background Facts

7. The Coach has been working as a coach of the Club since 2005.
8. On 20 November 2017, the Coach obtained the “UEFA B” diploma.
9. On 3 April 2018, the Club dismissed the head coach Mr Igor Shalimov and appointed the Coach as “interim caretaker manager” of the team.
10. On 3 May 2018, the Club hired Mr Oleg Fomenko, holder of a “UEFA Pro” license, as head coach of the first team for the 2018/2019 season.
11. On 28 May 2018, the Coach started the “UEFA A” diploma course.
12. According to official reports of UEFA match delegates from three 2018/2019 Europa League matches, the Coach, who formally held the position of the Club’s assistant coach at that time, was observed to be performing the function of the Club’s head coach.

B. Proceedings before the UEFA Control, Ethics and Disciplinary Body

13. On 14 March 2019, as a result of the reports, the UEFA Ethics and Disciplinary Inspector (“EDI”) initiated an investigation in accordance with Article 31(3) UEFA Disciplinary Regulations (“UEFA DR”) with regard to the exact role the Coach carried out during the UEFA Europa League.
14. On 25 April 2019, the UEFA Control, Ethics and Disciplinary Body (the “UEFA CEDB”) issued the following decision (“UEFA CEDB Decision”) – as relevant:
 - “1. To ban [the Coach] from carrying out any function of a head coach, as well as of any coaching staff, at UEFA competition matches until he fulfils the criteria contemplated in Article 36 in conjunction with Article 40(1)(b) UEFA Club Licensing and Financial Fair Play Regulations. In particular, [the Coach] shall not seat [sic] in the technical area during UEFA competition matches until the above criteria is fulfilled.
 2. The Club ensures [the Coach] is informed personally of this decision.
 3. To fine [the Club] € 50,000 for the violation of the general principles of conduct. [...]”.
15. On 6 June 2019, the Coach obtained the “UEFA A” diploma.
16. On 18 June 2019, after an appeal filed against the UEFA CEDB Decision by the Club, the UEFA Appeals Body (the “UEFA AB”) rejected the appeal and confirmed the UEFA CEDB Decision. As the Appellants did not appeal the UEFA AB decision, the UEFA AB Decision therefore became final and binding.

C. Proceedings before the UEFA Jira Panel

17. On 24 June 2019, the FUR sent a letter to Mr Frank K. Rudolph, UEFA Head of Football Education Services Football Division, for the attention of the UEFA Jira Panel, requesting permission for the Coach to start an UEFA Pro diploma course as from 7 July 2019, as follows:

“[The FUR] expresses its sincere gratitude to you personally and the football education division for your assistance in organizing and conducting training courses for coaches of various qualifications and specialists in the field of football.

[The FUR] kindly request you to consider and positively resolve the possibility of granting [the FUR] permission for individual training of the [Coach] for UEFA PRO license under the guidance of the FUR Technical Director – A.V. Leksakov.

The training period is July 07, 2019 – June 30, 2020.

The [Coach] has been working in the [Club] for more than 10 years, having progressed from the children's coach to the senior coach of the first team of the Club. Under his leadership the youth team of the club repeatedly became champions of national and international competitions over this period. In 2016 youth team of the [Club] (1999 year of birth) was a champion of the Russian Championship and the Russian Cup under the leadership of the [Coach]. U-19 team of the [Club] ([the Coach] – Head Coach) successfully participated in the UEFA Youth Champions League. The U-21 team of the [Club] won the Russian Championship with the [Coach] for the first time in the club's history. At the moment 5 players trained by [the Coach] are in the [Club's] first team squad.

In 2018-2019 sporting season [the Coach] informally performed the functions of head coach of [the Club], it was reported to UEFA. As a consequence UEFA imposed sanctions on the [Club].

Following the result of the 2018-2019 sporting season the [Club] entitled [sic] to participate in the UEFA Champions League (qualifying round).

On this basis and in case of the permission of the UEFA for the individual training of [the Coach] for UEFA Pro license, the [FUR] guarantees strict compliance with the provisions of the UEFA [CC] and implements the process of training in real conditions of the leading the training process and competitive activity by the [Coach]”.

18. On 28 June 2019, the UEFA Jira Panel decided that it was not in a position to grant the desired permission (the “Appealed Decision”).
19. On 3 July 2019, the UEFA Head of Football Education Services notified the Appealed Decision to the FUR, which reads as follows:

“At its meeting in Bologna on 28 June, the UEFA Jira Panel dealt with the request for organising an individual UEFA Pro diploma course for the [Coach], with an intended start on 7th July 2019. The Panel thoroughly analysed the coach's situation and looked into the specific circumstances. However, the Panel regrets that no positive decision could be taken as the coach in question does not meet the criteria to be admitted to the UEFA Pro diploma course at this stage. [The Coach] only finished his UEFA A diploma course in June 2019. Before being admitted to the UEFA Pro diploma course, he would need to work a minimum of one year at a relevant coaching level. There are no grounds to grant an exception.

Furthermore, please note that a coaching course for one person is not compatible with the recommended UEFA teaching philosophy and methodology.

[...]”.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 15 July 2019, the Appellants filed a joint Statement of Appeal with the Court of Arbitration for Sport (“CAS”) against the Appealed Decision, in accordance with Articles R47 and R48 of the 2019 edition of the CAS Code of Sports-related Arbitration (the “CAS

Code”). The Appellants requested that this case be submitted to a sole arbitrator and that UEFA produce certain documents.

21. On 23 July 2019, in accordance with Article R51 CAS Code, the Appellants filed their Appeal Brief, in which they, *inter alia*, reiterated their request for production of documents “to protect the Appellants’ right to be heard and right of defence and especially, to guarantee a proper drafting by the Appellants of their Reply in a second round of submissions”. The Appellants sought the following documents:

“a) *Statistics since the season 2004/2005 until season 2018/2019 included, with names and numbers of all the head coaches and assistant coaches who were allowed to be inserted in the relevant Player Lists and Match Sheets (or similar previous official documents) for official matches of UEFA competitions having only started a UEFA coaching diploma course for the respective coaching license (UEFA Pro and UEFA A), pursuant to article 40.1(b) of UEFA CLFFR.*

b) *Regarding the UEFA coaching diploma courses of point a) above:*

- *when they had started.*
- *Whether amongst them there were any individual courses (i.e. courses where only one candidate participated) at the basis of the permission for the coach to be allowed in the Player List of UEFA official matches.*
- *Whether amongst them there were courses organised as exceptions and/or in addition to the already programmed yearly courses published in the convention party’s yearly coaching course calendar pursuant to article 6.2(c) of the UEFA Coaching Convention”.*

22. On 24 July 2019, the Appellants requested that this matter be expedited in accordance with Article R52 CAS Code.

23. On 26 July 2019, UEFA objected to the Appellants’ requests for an expedited proceedings, the appointment of a sole arbitrator and document production.

24. On 30 July 2019, the Appellants filed a request for a stay of the Appealed Decision and for provisional measures, as follows:

- I. *The decision issued by the UEFA Jira Panel on 28 June 2019 which is challenged in this arbitration procedure is entirely stayed until the CAS issues a final award on the merits of this appeal.*
- II. *The consequent ban on Mr Murad Musaev to be immediately enrolled in a (partially) individual “UEFA Pro” diploma course organized by the RFU, and its consequent prohibition to perform any function during UEFA competition matches, is lifted until the CAS issues a final award on the merits of this appeal.*
- III. *Mr Murad Musaev is immediately allowed to be enrolled in and start the (partially) individual “UEFA Pro” diploma course organized by the RFU and, therefore, to perform head coach functions*

for LLC FC Krasnodar at UEFA competition matches until the CAS issues a final award on the merits of this appeal.

- IV. *As a consequence, Mr Murad Musaev is allowed to perform the functions of “head coach” (and amongst them to sit in the technical area) during all the UEFA competition matches until the CAS issues a final award on the merits of this appeal.*
- V. *On a subsidiary basis to point III. above, Mr Murad Musaev is authorised to perform the functions of “assistant coach” (and amongst them to sit in the technical area) during all the UEFA competition matches until the CAS issues a final award on the merits of this appeal.*
- VI. *If the order accepting these provisional measures is issued on a date before the first available module of the “UEFA Pro” diploma course set up by RFU starts and, in the meantime, one or more UEFA competitions matches of LLC FC Krasnodar are going to be held, the Coach is authorized to perform the function of “head coach” or, at least, of “assistant coach” (and amongst them to sit in the technical area) in this/these match/es until the effective start of such “UEFA Pro” diploma course and irrespective whether his name was previously added into the Player List for and/or Match Sheet of the respective match of each round.*
- VII. *Is granted any other relief or order the CAS deems reasonable and fit to the case at stake to reach the ultimate scope for which the present request for provisional measures has been filed by the Appellants.*
- VIII. *UEFA shall compensate LLC FC Krasnodar and Mr Murad Musaev for the legal and other costs incurred in connection with this Request for Provisional Measures, in an amount to be determined at the discretion of the Panel”.*
25. On 31 July 2019, UEFA filed its response to the Appellants’ request for a stay of the Appealed Decision and provisional measures, with the following prayers for relief:
- “(a) Dismissing the Appellants’ request for provisional measures.*
- (b) Condemning the Appellants to pay UEFA a compensation for the costs incurred by UEFA in connection with the Appellants’ request as part of the final decision on costs”.*
26. On 2 August 2019, the Deputy President of the CAS Appeals Arbitration Division issued the operative part of an Order on the Request for a Stay of the Appealed Decision, which was replaced on 6 August 2019 with an Order on the Request for a Stay of the Appealed Decision and Provisional Measures, the operative part of which reads as follows:
- “1. The application for a stay of the decision rendered by the UEFA Jira Panel on 28 June 2019, filed by [the Club and the Coach] on 30 July 2019, in the matter CAS 2019/A/6366 FC Krasnodar & Mr Murad Musaev v. UEFA, is granted.*
- 2. All of the other prayers for relief in the 30 July 2019 Request for Provisional Measures filed by [the Club and the Coach] are dismissed.*

3. *The costs of this Order shall be determined in the final award or in any other final disposition of this arbitration”.*
27. On 7 August 2019, the CAS Court Office informed the Parties that, in accordance with Article R50 CAS Code, the Deputy President of the CAS Appeals Arbitration Division had decided to submit this case to a sole arbitrator.
28. On 14 August 2019, in accordance with Article R55 CAS Code, UEFA filed its Answer. In its Answer, UEFA argued, *inter alia*, that the Appellants’ request for production of documents should be dismissed, because the documents requested were clearly not relevant to decide on the present dispute, the Appellants’ request covered 14 years of potential documents and is therefore clearly overly burdensome, and because it is a typical “phishing expedition” as the Appellants’ hoped to find useful information in these documents, without knowing what they were looking for. This is in violation of the IBA Rules on the Taking of Evidence in International Arbitration. Finally, UEFA also stated that it had an interest in maintaining the confidentiality of such documents.
29. On 23 August 2019, the Appellants reiterated their procedural request for the production of documents by UEFA and maintained that the proceedings are of an international disciplinary nature in accordance with Article R65 CAS Code.
30. On 27 August 2019, in accordance with Article R54 CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the arbitral tribunal appointed to decide the present matter was constituted as follows:
- Sole Arbitrator: Mr Manfred Nan, Attorney-at-Law in Arnhem, the Netherlands
31. On 3 September 2019, on behalf of the Sole Arbitrator, the CAS Court Office informed the Parties as follows:
- “[...] [T]he Parties are informed on behalf of the Sole Arbitrator that the Appellants’ request for production of documents is dismissed because “the Appellants’ requests are overly broad and the relevance of such wide category of documents has been insufficiently established”.*
- In addition, the Respondent is invited to confirm **on or before 9 September 2019** whether it has always interpreted Article 17(b) of the [UEFA CC] in such a way that the “one year experience” referred to in that provision commences on the date of graduation of the “UEFA A” diploma course, as opposed to the commencement date of the “UEFA A” diploma course. If there have been exceptions, the Respondent is invited to elaborate on such circumstances **within the same deadline**”.*
32. On 4 September 2019, the Appellants indicated that they disagreed with the dismissal of their procedural request and the grounds specified, and reserved their rights to further comment and reiterate such request after the reply due by UEFA on 9 September 2019 and during the convened hearing.

33. On 9 September 2019, UEFA informed the CAS Court Office that it could “confirm that Article 17(b) of the 2015 UEFA Coaching Convention has always been interpreted such that the “one year experience” referred to commence on the date of graduation of the “UEFA A” diploma course and not from the commencement date of the “UEFA A” diploma course”.
34. On 16 and 17 September 2019 respectively, the Appellants and UEFA returned duly signed copies of the Order of Procedure to the CAS Court Office.
35. On 19 September 2019, a hearing was held in Lausanne, Switzerland. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and composition of the arbitral tribunal.
36. In addition to the Sole Arbitrator and Ms Kendra Magraw, CAS Counsel, the following persons attended the hearing:

For the Club and the Coach:
 - 1) Mr Vitaly Pasunko, Legal Director of the Club;
 - 2) Mr Luca Tettamanti, Counsel;
 - 3) Mr Alberto Roigé Godia, co-Counsel;
 - 4) Ms Ekaterina Fedishina, Interpreter, by videoconference.
For UEFA:
 - 1) Mr Jacques Bondallaz, UEFA Chief of Regulatory & Disciplinary;
 - 2) Mr William McAuliffe, UEFA Senior Legal Counsel.
37. The Appellants’ witness, Mr Andrey Leksakov, former FUR Head of Technical Department and current FUR Sports Director, attended the hearing by videoconference and was invited by the Sole Arbitrator to tell the truth subject to the sanctions of perjury under Swiss law. The Parties and the Sole Arbitrator had full opportunity to examine and cross-examine the witness. The Parties then had full opportunity to present their case, submit their arguments and answer the questions posed by the Sole Arbitrator.
38. On request of the Appellants and with the agreement of UEFA, the Sole Arbitrator confirmed that he would render the operative part of the arbitral award before 3 October 2019.
39. Before the hearing was concluded, the Parties expressly stated that they did not have any objection with the procedure adopted and that their right to be heard had been respected. More specifically, the Appellants did not file a new application for production of documents subsequent to UEFA’s letter dated 9 September 2019 or at the hearing.

40. On 1 October 2019, the CAS Court Office communicated the operative part of the present arbitral award to the Parties.
41. On 21 October 2019, the reasoned Order on the Request for a Stay of the Appealed Decision and Provisional Measures was communicated to the Parties.
42. The Sole Arbitrator confirms that he carefully took into account in his decision all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

V. SUBMISSIONS OF THE PARTIES

A. The Appellants

43. The Appellants's requests for relief are as follows:

- i. The appeal filed by [the Club] and [the Coach] is upheld and the Challenged Decision is set aside and/ or annulled.*
- ii. [The Coach] is immediately authorized to undergo a course to get the UEFA Pro diploma and license under the guidance of the [FUR].*
- iii. [The FUR] is also allowed to organize an individual UEFA Pro diploma course for [the Coach] with immediate effect.*
- iv. Should [the Coach] start the relevant course under points i. and ii. Above, this will mean that he fulfils the criteria contemplated in article 36 in conjunction with article 40.1(b) UEFA Club Licensing and Financial Fair Play Regulations.*
- v. Therefore, the sanction issued by UEFA according to the decision issued by the UEFA Control Ethics and Disciplinary Body on 25 April 2019 confirmed by the further decision of the UEFA Appeals Body of 18 June 2019 is served by [the Coach] and the latter is immediately authorized to seat in the technical area during UEFA competition matches.*
- vi. Should the award by CAS be issued on a date before the first available module of the UEFA Pro diploma course set up by [the FUR] starts and, in the meantime, one or more UEFA competitions official matches are held, the Coach is authorized to perform the function of "head coach" or, at least, of "assistant coach" in this/these match/es (and amongst them to sit in the technical area) until the effective start of the UEFA Pro diploma course.*
- vii. Consequently, [the Coach] is authorized to seat in the technical area of [the Club] during UEFA competition matches of the season 2019/2020 and further seasons.*
- viii. Is granted any other relief or order the CAS deems reasonable and fit to the case at stake to reach the ultimate scope for which the present appeal has been filed by the Appellants.*

ix. *In any case, UEFA shall bear all the procedural costs of this arbitration procedure*”.

44. The joint submissions of the Appellants, in essence, may be summarised as follows:

- The UEFA Jira Panel wrongly interpreted the concept of “one year’s coaching experience” as a “UEFA A” license holder, as pursuant to Article 40(1) of the UEFA Club Licensing & Financial Fair Play Regulations (the “UEFA CL&FFPR”). A coach who starts the relevant UEFA coaching diploma course is considered a “holder” of the relevant license since that date and not from the date when he actually receives the relevant diploma.
- The Coach, who is one of the most talented young coaches – if not the best – of the Russian Federation, with huge experience and knowledge, started the “UEFA A” diploma course of the FUR on 28 May 2018 and as such is a holder of the “UEFA A” license since 28 May 2018.
- In any event, the Coach, acting together with the other senior coach of the Club during the 2018/2019 season, lead the Club to a 3rd final place in the Russian Premier League and to the last 16 clubs competing in the UEFA Europa League, the latter being a result never achieved by the Club before and not so easy to achieve for any Russian club. Therefore, the Coach, who finished the “UEFA A” diploma course on 9 June 2019, is to be considered as having spent one year working as “UEFA A” holder, not only by the literal interpretation of the rules at stake but also considering the systematic context in which such rule is inserted and its ultimate scope.
- In continuation, the Club included the Coach in the “Player Lists A” and “Match Sheets” of the UEFA Europa League 2018/2019 competition as “assistant coach”. In accordance with Article 37(2) UEFA CL&FFPR, assistant coaches must hold the “UEFA A” license to enter the technical area and sit on the bench as the Coach always did with the knowledge of UEFA. As such, *“UEFA authorised for a whole season the Coach to work during UEFA matches considering him a “UEFA A” license holder but when it is time to try to obtain a “UEFA Pro” license to serve the UEFA CEDB and AB decisions, he is obliged to work (another) entire year as “UEFA A” holder”*.
- Therefore, the Coach clearly complied with the first criteria to have the right to immediately start the “UEFA Pro” diploma course, and, by doing so, to immediately fully served the sanction imposed on him by the UEFA CEDB and the UEFA AB.
- UEFA lacks any legal basis to prevent the Coach from participating in the (partially) individual “UEFA Pro” diploma course offered by the FUR, as this course complies with all requirements set out in the applicable regulations, in particular the UEFA CC.
- Consequently, the entire Appealed Decision must be annulled and set aside.

- In addition, in case the Coach is prevented from participating in the individual “UEFA Pro” diploma course offered by the FUR, the next “UEFA Pro” course that he will be able to attend will only start in June 2020, i.e. one entire season after the issuance of the UEFA AB Decision. This makes the disciplinary sanction applied by the UEFA CEDB and UEFA AB “*absolutely disproportionate*”.
- The Appealed Decision “*must be considered as a decision issued by an international association in disciplinary matters*”, and as such Articles R65.1 and R65.2 CAS Code shall apply. Therefore, the Appellants should be exonerated from paying the costs of the proceedings.

B. The Respondent

45. UEFA’s requests for relief are as follows:

- “(a) rejecting the reliefs sought by the Appellants;*
- (b) confirming the Decision under Appeal;*
- (c) ordering the Appellants to pay the arbitration costs in the matter; and*
- (d) with regard to the legal costs, as UEFA has not engaged external counsel in this matter it is not seeking any contribution towards its legal fees”.*

46. The submissions of UEFA, in essence, may be summarised as follows:

- The current appeal is abusive as the Appellants are indirectly (and belatedly) seeking to undermine the effect of the *res iudicata* UEFA AB Decision.
- The Appellants’ contention that the UEFA Jira Panel was incorrect to find that the Coach did not have the necessary one-year coaching experience with an A licence is misplaced and artificial. The obvious rules to turn to are the UEFA CC, and not the UEFA CL&FFPR, as argued by the Appellants. The UEFA CL&FFPR concerns the minimum requirements for the granting of a UEFA licence. It in no way sets rules governing the education requirements for the granting of a coaching licence which is solely regulated by the UEFA CC.
- Article 17 UEFA CC provides that, to be admitted to a UEFA Pro diploma course, candidates must have (i) a valid UEFA A licence and (ii) at least one year’s coaching experience as a UEFA A licence holder. As the Coach has only been a licence holder of a “UEFA A” licence since 6 June 2019, the Coach could not fulfil the criteria for admission to a UEFA Pro diploma course until 6 June 2020.
- The only practical consequence of the interplay between the UEFA CC and the UEFA CL&FFPR is that a coach who has a valid UEFA A licence and holds this

licence for one year (within the meaning of the UEFA CC) may be admitted to a UEFA Pro diploma course. Thereafter, for the purposes of the minimum requirements in Article 36.2 and 40.1 UEFA CL&FFPR, the coach may be considered the holder of a UEFA Pro diploma. This means that when the Coach can start his UEFA Pro diploma course after 6 June 2020, he will be able to satisfy the minimum requirements of the UEFA CL&FFPR and would not have to wait until he has actually been awarded a UEFA Pro diploma under the UEFA CC.

- Furthermore, Article 36(4) UEFA CC makes clear that the validity of a UEFA coaching licence is subject to the licence holder undertaking to adhere to the statutes, regulations, directives and decisions of UEFA and the convention party that issued the licence in question. The Appellants breached the UEFA DR and the UEFA CL&FFPR. They admitted to this and accepted the sanction imposed by the UEFA CEDB which was confirmed by the UEFA AB. So even if the Coach *“were considered to hold a valid “A” licence merely by enrolling in the course (quod non), this licence could in any event be potentially considered invalid due to the Coach’s failure to adhere to UEFA’s regulations throughout the 2018/2019 season”*.
- Contrary to what is suggested by the Appellants, the additional one sentence paragraph in the Appealed Decision providing that *“a coaching course for one person is not compatible with the recommended teaching philosophy and methodology”* was not the basis for the decision but only an additional consideration as to why no exception could be granted.
- Finally, and with regard to the Appellants’ argument that the UEFA Jira Panel’s approach is disproportionate, UEFA emphasises that the UEFA Jira Panel was not asked to nor did they *“interpret”* and/or *“implement”* the UEFA CEDB and AB decisions. Instead, they simply (and correctly) applied the relevant UEFA CC. In reality, what the Appellants are seeking in these proceedings is to completely avoid the entirety of the sporting sanctions in the (un-appealed and *res iudicata*) UEFA AB Decision.
- Accordingly, all grounds of appeal must be rejected.

VI. JURISDICTION

47. Article R47 CAS Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.

An appeal may be filed with CAS against an award rendered by CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules of the federation or sports-body concerned”.

48. The jurisdiction of CAS, which is not disputed, derives from Article 37.2 UEFA CC (edition 2015), which determines as follows:

“2. The parties to the present convention agree that any dispute arising from its implementation which cannot be settled amicably may only be submitted to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, in accordance with the relevant provisions of the UEFA Statutes, including for provisional or super-provisional measures, to the explicit exclusion of any state court”.

49. Article 62(1) UEFA Statutes (2017 edition) determines that “[a]ny decision taken by a UEFA organ may be disputed exclusively before the CAS in its capacity as an appeals arbitration body, to the exclusion of any ordinary court or any other court of arbitration”, which complies with the criteria set in Article R47 CAS Code.

50. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Parties.

51. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

52. The appeal was filed within the deadline set by Article 62(3) UEFA Statutes. The appeal complied with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.

53. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

54. The Appellants do not specifically provide their position regarding the applicable law, but refer in their submissions to the UEFA Regulations, more specific the UEFA CC (edition 2015), the UEFA CL&FFPR and Swiss law.

55. UEFA submits that this dispute is governed by UEFA’s statutes, rules and regulations, in particular the UEFA CC (edition 2015) and, additionally, by Swiss law (cf. Article R58 CAS Code). UEFA adds that contrary *“to what the Appellants argue throughout their Appeal Brief, the applicable law in the current case is not the [UEFA CL&FFPR]. The [Appealed Decision] was taken by the UEFA Jira Panel within the framework of the UEFA CC”.*

56. Article R58 CAS Code provides the following:

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

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

57. Article 64(1) UEFA Statutes stipulates the following:

“These Statutes shall be governed in all respects by Swiss law”.

58. Article 37(1) UEFA CC provides as follows:

“The present convention is subject to Swiss law”.

59. The Sole Arbitrator agrees with the Parties that the various regulations of UEFA are primarily applicable to the dispute, in particular the UEFA CC (edition 2015), as explained in more detail below.

60. The Sole Arbitrator also accepts the subsidiary application of Swiss law should the need arise to fill a possible gap in the various regulations of UEFA.

IX. MERITS

A. The Main Issues

61. Taking into account the above, the main issues to be resolved by the Sole Arbitrator are:

- i. Should the UEFA Jira Panel have permitted the Coach to enroll for the UEFA Pro diploma course?
- ii. If not, are there any other reasons to set aside the Appealed Decision?
- iii. Were the present arbitration proceedings wrongfully determined not to be of an international disciplinary nature?

62. Before addressing these questions, the structure of the different UEFA judicial bodies involved and the relevant regulatory framework deserve a closer look.

63. Considering the need for, *inter alia*, the “*unified minimum standards of coaching to guarantee the performance quality of coaches acting on UEFA’s territory*” (Preamble UEFA CC), UEFA and the UEFA member associations, including the FUR, concluded the UEFA CC and have thereby agreed to obey, *inter alia*, the following provisions:

“Article 1 – Definition of terms

[...]

2. For the purpose of the present convention, the following definitions apply:

[...]

- (f) *licence: permit issued to the holder of a UEFA coaching diploma authorising him to coach at a level defined by each convention party for its own territory, for a limited period of time as defined in Article 36 of the present convention;*
- (h) *UEFA Jira Panel: UEFA expert panel composed of coach education experts who contribute to the application and implementation of the UEFA CC.*

Article 2 – Aims

The present convention aims to:

[...]

- d) *promote the education of coaches and offer courses in order to support UEFA member associations and their affiliated clubs in their efforts to comply with the objectives of the UEFA club licensing system.*

Article 3 – Scope of application

The present convention:

- a) *defines the rights and duties of UEFA and the convention parties with regard to the UEFA coaching diplomas obtainable by men and women, for professional, amateur and youth football, through the education system as put in place by the present convention (i.e. the UEFA Pro diploma, the UEFA A diploma [...]);*
- b) *sets the minimum requirements in terms of coach educators, admission criteria, organisation, duration, content, course completion and issuance of diplomas/licences for the following courses:*
 - (i) *UEFA coaching diploma courses organised by the convention parties, [...]*
- c) *deals with the issuance and validity of the UEFA coaching diplomas and licences issued by convention parties under the present convention.*

Article 5 – Rights and duties of UEFA

1. As a signatory of the present convention, UEFA (through its competent bodies, i.e. [...] the Jira Panel) has the following rights:

- a) *to monitor the proper implementation and application of the present convention [...]*

[...]

- f) *to take any decision deemed necessary to achieve the aims set out in the present convention and any measure deemed appropriate in the event of a breach of the present convention by a convention party [...]*

Article 14 – Admission criteria for all UEFA coaching diploma courses

4. *In order to be admitted to a UEFA coaching diploma course, candidates:*

- b) *must comply with the admission criteria for the course in question,*

[...]

Article 16 – Further admission criteria for UEFA A diploma courses

To be admitted to a UEFA A diploma course, candidates must have:

- a) *a valid UEFA B licence; and*
b) *at least one year's coaching experience as a UEFA B licence holder.*

Article 17 – Further admission criteria for UEFA Pro diploma courses

1. *To be admitted to a UEFA Pro diploma course, candidates must have:*

- a) *a valid UEFA A licence; and*
b) *at least one year's coaching experience as a UEFA A licence holder.*

2. *A long-serving professional player who has played for at least seven full years as a professional player in the top division of a FIFA or UEFA member association and has played at least 50 international competitive matches for his senior national team or a club first team may, upon written request, be exempted by UEFA from the required coaching experience.*

[...]

Article 36 – Validity of UEFA coaching licences

1. *A UEFA coaching licence is valid for three calendar years, until no later than 31 December three years after first issue [...].*

[...]

4. *The validity of a UEFA coaching licence is subject to the licence holder undertaking to adhere to the statutes, regulations, directives and decisions of UEFA and the convention party that issued the licence in question [...].*

64. The Sole Arbitrator observes that the UEFA CL&FFPR provide the following relevant provisions:

“Article 1 – Scope of application

1. *These regulations apply whenever expressly referred to by specific regulations governing club competitions to be played under the auspices of UEFA.*
2. *These regulations govern the rights, duties and responsibilities of all parties involved in the UEFA club licensing system (part II) and define in particular:*
 - a) *The minimum requirements to be fulfilled by a UEFA member association in order to act as a licensor for its clubs, as well as the minimum procedures to be followed by the licensor in the assessment of the licensing criteria [...];*
 - b) *The licence applicant and the licence required to enter the UEFA club competitions [...];*
 - c) *The minimum sporting, infrastructure, personnel and administrative, legal and financial criteria to be fulfilled by a club in order to be granted a licence by a UEFA member association as part of the admission procedure to enter the UEFA club competitions [...];*

[...]

Article 7 – The decision-making bodies

The decision-making bodies are the First Instance Body and the Appeal Body [...].

Article 16 – General

1. *With the exception of those defined in paragraph 2 below, the criteria defined in this chapter must be fulfilled by clubs in order for them to be granted a licence to enter in the UEFA club competitions.*

Article 36 – Head coach of first squad

[...]

2. *The head coach must hold one of the following minimum coaching qualifications:*

- a) *Highest available valid UEFA coaching licence of the UEFA member association of the territory on which the licence applicant is situated according to the association’s membership status under the UEFA Coaching Convention;*

[...]

Article 40 – Common provisions applicable to UEFA coaching qualifications under the UEFA Coaching Convention

1. *A holder of the required UEFA coaching licence **within the meaning of Articles 36 to 39** is considered a coach who, in accordance with the UEFA implementation provisions of the UEFA Coaching Convention, has:*

a) Been issued a UEFA coaching licence by a UEFA member association; or

b) At least started the required UEFA coaching diploma course. Simple registration for the required diploma course is not sufficient to meet this criterion.

[...]” (emphasis added by the Sole Arbitrator).

65. Comparing the UEFA CC and the UEFA CL&FFPR with each other, the UEFA Jira Panel has competence regarding issues concerning the UEFA CC, whereas the UEFA CEDB and UEFA AB have competence regarding issues concerning the UEFA CL&FFPR. The UEFA CC, *inter alia*, sets the minimum requirements regarding coaching diplomas and its courses from an educational point of view, while the UEFA CL&FFPR, *inter alia*, sets the minimum requirements for granting licences to associations and the clubs to participate in European competition matches.
66. The Sole Arbitrator is satisfied to accept that, with the UEFA CC, UEFA created a system in which the UEFA Jira Panel, composed of coach education experts, is authorized to apply and implement the UEFA CC.
67. Also based on Articles 2 and 3 UEFA CC, there is no doubt that the UEFA CC is primarily applicable and sets the minimum requirements regarding, *inter alia*, UEFA diploma courses, including admission criteria, organisation, duration, content, course completion and the issuance of the coaching diplomas/licences.
68. The UEFA CL&FFPR are only applicable subsidiarily, if at all.
- i. Should the UEFA Jira Panel have permitted the Coach to enroll for the UEFA Pro diploma course?*
69. The Sole Arbitrator observes that, pursuant to Article 17 UEFA CC, for a coach to be admitted to a UEFA Pro diploma course, he or she **must comply with two criteria**, i.e. the coach must: (i) hold a valid UEFA A licence; and (ii) have at least one year’s coaching experience as a UEFA A licence holder.
70. As to the first prerequisite, it is not in dispute that the Coach has a valid UEFA A license as from 6 June 2019.

71. As to the second prerequisite, the Parties disagree. The Appellants are of the view that Articles 36(2), 37(2) and 40(1) UEFA CL&FFPR clarify that the Coach is to be considered a holder of an UEFA A licence since the start of the UEFA A diploma course on 28 May 2018, as a consequence of which the Coach already has more than one year's coaching experience as a UEFA A licence holder.
72. The Appellants support this argument by submitting that: (i) the Coach was granted the UEFA B diploma on 20 November 2017 and was authorized to start the UEFA A diploma course within the required one year's coaching experience as a UEFA B licence holder on 28 May 2018, which is only 6 months and 8 days after being granted the UEFA B diploma; and that (ii) UEFA authorised the Coach to enter the technical area and sit on the bench as an assistant coach in the UEFA Europa League 2018/2019 competition, considering him a UEFA A licence holder pursuant to Article 37(2)(a) UEFA CL&FFPR.
73. UEFA maintains that the formal aspects of the licence of the Coach are solely to be considered pursuant to the UEFA CC and that the mandatory one year's coaching experience in accordance with Article 17 UEFA CC starts only as from 6 June 2019, which is the graduation date of the UEFA A diploma course. UEFA has never granted exceptions unless former players were involved pursuant to Article 17(2) UEFA CC. UEFA stresses that the UEFA CL&FFPR are not relevant as it only sets minimum requirements for granting a licence for a club to participate in the UEFA competitions.
74. The Sole Arbitrator disagrees with the interpretation suggested by the Appellants.
75. The Sole Arbitrator notes that the issue at stake is the request dated 24 June 2019, made by the FUR to Mr Frank K. Rudolph, UEFA Head of Football Education Services Football Division, for the attention of the UEFA Jira Panel.
76. At the hearing, Mr Leksakov testified that the request was not accompanied by a detailed calendar of the (partially) individual UEFA Pro diploma course or any other annex.
77. The Sole Arbitrator observes that this request was explicitly addressed to the UEFA Jira Panel. As observed above, the UEFA Jira Panel applies the provisions in the UEFA CC, more specifically Article 17 UEFA CC, which sets out the requirements to start the desired UEFA diploma course.
78. The Sole Arbitrator finds that the wording of Article 17 UEFA CC leaves little room for discussion; candidates for the UEFA Pro diploma course must have at least one year experience as an UEFA A license holder.
79. Pursuant to Article 1(f) UEFA CC, a license can only be issued to the holder of a UEFA coaching diploma.
80. Accordingly, the Coach could only have become an UEFA A licence holder as from 6 June 2019 and therefore certainly did not hold such license for more than one year on 24 June 2019,

the date he applied to be permitted to be enrolled for the individualised UEFA Pro diploma course.

81. The Sole Arbitrator also finds that the Appellants' interpretation of Article 17 UEFA CC would make the second precondition redundant, for if the one year period would be considered to start at the beginning of the UEFA A diploma course, this entails that the candidate necessarily has one year experience at the date of being awarded the diploma because the course takes approximately one year. Indeed, the Coach started with the UEFA A diploma course on 28 May 2018 and was awarded his diploma on 6 June 2019.
82. The Sole Arbitrator also finds that considerable latitude is to be granted to UEFA in regulating technical aspects such as the required experience for a coach to be permitted to start with the UEFA Pro diploma course.
83. Finally, the Sole Arbitrator considers it to be of crucial importance that UEFA explicitly confirmed that "*Article 17(b) of the 2015 UEFA Coaching Convention has always been interpreted such that the "one year experience" referred to commence on the date of graduation of the "UEFA A" diploma course and not from the commencement date of the "UEFA A" diploma course*", while the Appellants have not submitted any evidence to the contrary.
84. The Sole Arbitrator considered the Appellants' request for production of documents to be overly broad and that it was devoid of any indication that UEFA had applied a different interpretation of Article 17 UEFA CC in the past or that exceptions had been made that should also be applied to the Coach. The Appellants' request for production of documents merely amounted to a so-called "phishing expedition", which is to be prevented, particularly in order to protect parties from overly burdensome requests, as was indeed considered to be the case here.
85. The Sole Arbitrator further notes that the Appellants' did not file a renewed, less burdensome, request for production of documents following the Sole Arbitrator's refusal to entertain the Appellants' initial request, despite the fact that the Appellants' explicitly reserved the possibility to do so.
86. As to the Appellants' argument that the Coach was permitted to start with the UEFA A diploma course without having one year experience since being awarded the UEFA B diploma as required by Article 16 UEFA CC, and that this is indicative for the way Article 17 UEFA CC is to be interpreted, the Sole Arbitrator finds that this argument must be dismissed.
87. Although the wording of Articles 16 and 17 UEFA CC is similar, it still concerns different provisions. Indeed, there are reasons that allow these two provisions to be distinguished.
88. There is no indication on file suggesting that the UEFA Jira Panel or UEFA ever consented to the Coach starting with the UEFA A diploma course. There is also no indication on file suggesting that the UEFA Jira Panel or UEFA were ever informed if and when the Coach obtained his UEFA B diploma. Indeed, Mr Leksakov testified that "*we submit the list to UEFA*

of all the successful participants for A and Pro licence” and also that UEFA is informed about the candidates enrolled for the UEFA Pro and UEFA A diploma courses. There is no indication that the RFU also informs UEFA about candidates being enrolled or graduating for the UEFA B diploma course. Accordingly, it rather appears that the Coach may have slipped through the cracks of the system and may have been enrolled for the UEFA A diploma course before having fully complied with the preconditions set out in Article 16 UEFA CC. This as such however does not entitle him to have the same undue benefit for a second time.

89. The Sole Arbitrator does not consider it unreasonable that UEFA is only informed about UEFA Pro and UEFA A diploma courses, because such courses are of a higher level than the UEFA B diploma course and may require stricter compliance given the higher responsibility.
90. Regarding the Appellants’ argument that UEFA apparently authorised the Coach to enter the technical area and sit on the bench as an assistant coach in the UEFA Europa League 2018/2019 competition and considered him a UEFA A licence holder pursuant to Article 37(2)(a) CL&FFPR, the Sole Arbitrator notes that it is not disputed that this is permissible.
91. Indeed, although Article 37(2)(a) UEFA CL&FFPR provides that the assistant coach must hold the UEFA A diploma, which requirement was not fulfilled by the Coach, Article 40 UEFA CL&FFPR provides an exception to this rule:

“a holder of the required UEFA coaching licence within the meaning of Articles 36 to 39 is considered a coach who, in accordance with the UEFA implementation provisions of the UEFA CC, has a) been issued a UEFA coaching licence by a UEFA member association; or b) at least started the required UEFA coaching diploma course. Simple registration for the required diploma course is not sufficient to meet this criterion”.

92. Accordingly, the Sole Arbitrator finds that the Coach, although he was not granted an UEFA A diploma yet, was allowed to participate as assistant coach because he already started the A diploma course. Nothing more, nothing less. This does not mean that the Coach, by acting as assistant coach in UEFA Europa League matches, was already gaining the experience required by Article 17 UEFA CC, as he had not obtained an UEFA A license yet.
93. Consequently, the Sole Arbitrator finds that the Appellants’ failed to establish that the UEFA Jira Panel should have permitted the Coach to enroll for the UEFA Pro diploma course.

ii. If not, are there any other reasons to set aside the Appealed Decision?

94. This brings the Sole Arbitrator to assess the relevance of the disciplinary proceedings against the Appellants, in particular the UEFA AB Decision.
95. The Sole Arbitrator notes that the Appellants were sanctioned without reservation in a disciplinary procedure which resulted in a final and binding decision, after which a matter has to be deemed *res indicata*. The Club paid the imposed fine and the Coach is prevented from sitting on the bench during European competition matches organised by UEFA until he *“fulfils*

the criteria contemplated in Article 36 in conjunction with Article 40(1)(b) UEFA Club Licensing and Financial Fair Play Regulations. In particular, [the Coach] shall not seat in the technical area during UEFA competition matches until the above criteria is fulfilled”.

96. Taking into account the wording of Article 36 in conjunction with Article 40(1)(b) UEFA CL&FFPR, the Coach will only be allowed to sit on the bench during European competition matches after he starts the UEFA Pro diploma course.
 97. The Appellants argue that the decision of the UEFA Jira Panel makes the disciplinary sanction imposed more severe and that it now turns out to be disproportionate.
 98. At the hearing, Mr Leksakov testified that if CAS would not accept the Appellants’ appeal, the next UEFA Pro diploma course, organised by the FUR, would start on 8 or 9 June 2020, which means that the Coach will be able to attend this course only two days after fulfilling the conditions prescribed by Article 17 UEFA CC, and if he does that, he will in fact be able to sit on the Club’s bench during UEFA matches as from that date, having fully served the sanction imposed on him by the UEFA AB.
 99. The Sole Arbitrator finds that CAS is not competent to deal with the final and binding UEFA AB Decision, including its proportionality, as this is *res iudicata*. The present dispute centres around the question of whether the Coach is eligible to participate in the UEFA Pro diploma course as from 7 July 2019, subject to the provisions set out in Article 17 UEFA CC. At the time the UEFA CEDB Decision and the UEFA AB Decision were issued, the Coach was not admitted to the UEFA Pro diploma course. By failing to appeal these disciplinary decisions, he waived his right to challenge the proportionality thereof at a later stage. In deciding whether or not to file an appeal against the UEFA AB Decision, the Coach should have considered the uncertainty as to when he would be able to start the UEFA Pro diploma course.
 100. In any event, the suspension imposed by means of the UEFA CEDB Decision and the UEFA AB Decision may have been disproportionate if the Appealed Decision would be overturned in the present appeal arbitration proceedings; this is however not the case.
 101. Hypothetically, the Coach could file an application for revision of the disciplinary decision, but he can certainly not file an “appeal in disguise” against the UEFA AB Decision within the context of the present appeal arbitration proceedings regarding the Appealed Decision issued by the UEFA Jira Panel.
 102. Consequently, there are no other reasons to set aside the Appealed Decision.
- iii. *Were the present arbitration proceedings wrongfully determined not to be of an international disciplinary nature?***
103. The Appellants are of the view that the Appealed Decision “*must be considered as a decision issued by an international association in disciplinary matters*”, as the Appealed Decision “*relates to the correct*

implementation and serving of the UEFA CEDB and AB Decisions whose disciplinary nature is clear and undisputed. Articles R65.1 and R65.2 of the CAS Code shall therefore apply”.

104. UEFA did not elaborate on this issue but requested the Sole Arbitrator to order the Appellants to pay the arbitration costs in this matter.
105. The Sole Arbitrator notes that, pursuant to Article R65(1) and (2) CAS Code, appeals against decisions which are exclusively of a disciplinary nature are free of costs, which means that no costs are payable to CAS by the parties beyond the Court Office fee of CHF 1,000.
106. The Sole Arbitrator finds that the Appealed Decision is not of a disciplinary nature and certainly not exclusively of a disciplinary nature. The UEFA Jira Panel denied the Appellants' request to be eligible to participate in the UEFA Pro diploma course because he did not meet the requirements set out in the applicable regulations. The UEFA Jira Panel did not impose any sanction on the Appellants. The UEFA CEDB Decision and the UEFA AB Decision are of international disciplinary nature, but these decisions are not at stake here, as set out in more detail above.
107. Consequently, the Sole Arbitrator finds that the present arbitration proceedings were correctly determined not to be of an international disciplinary nature, as a consequence of which the present proceedings are governed by Article R64.4 CAS Code.

B. Conclusion

108. Based on the foregoing, and after taking into due consideration all the evidence produced and all arguments made, the Sole Arbitrator finds that:
 - i. The Appellants' failed to establish that the UEFA Jira Panel should have permitted the Coach to enroll for the UEFA Pro diploma course.
 - ii. There are no other reasons to set aside the Appealed Decision.
 - iii. The present arbitration proceedings were correctly determined not to be of an international disciplinary nature, as a consequence of which the present proceedings are governed by Article R64.4 CAS Code.
109. All other and further motions or prayers for relief are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 15 July 2019 by Limited Liability Company Football Club Krasnodar and Murad Musaev against the decision issued on 28 June 2019 by the Jira Panel of the *Union des Associations Européennes de Football* is dismissed.
2. The decision issued on 28 June 2019 by the Jira Panel of the *Union des Associations Européennes de Football* is confirmed.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.