

Jurisdiction Disputes When Can National Bodies Hear FIFA-Related Employment Claims?



Friday, 30 September 2022 By [Gong Xiaoyan](#), [Liu Jiahe](#)

In the field of football, employment-related disputes involving foreign players, coaches or other foreign-related factors usually fall under the jurisdiction of FIFA's Football Tribunal such as the Dispute Resolution Chamber (**DRC**) or the Players' Status Chamber (**PSC**). However, the parties often face difficulties such as language barriers, time costs and excessive monetary costs in the dispute resolution process.

As an alternative, FIFA's [Regulations on the Status and Transfer of Players \(Regulations\)](#) stipulates that employment-related disputes involving foreign players, coaches or other foreign-related factors may be decided by a national dispute resolution body, provided that certain conditions are met. After reviewing the relevant FIFA cases, the authors found that the DRC and PSC have relatively stringent conditions to determine whether national dispute resolution bodies have jurisdiction. These conditions are primarily stipulated in [FIFA Circular no.1010^{\[1\]}](#) and the [FIFA National Dispute Resolution Chamber \(NDRC\) Standard Regulations](#). If the conditions are not strictly met, the jurisdiction of FIFA over such disputes cannot be excluded.

This article analyses three cases that the authors are aware of in which the DRC/PSC ruled that national dispute resolution chambers/bodies have jurisdiction over employment-related disputes involving foreign factors. The aim is to provide football clubs with clarity on the matter when signing jurisdictional clauses in the relevant contracts with foreign coaches or foreign players. It looks at:

- [Relevant Rules Of FIFA](#)
 - [Article 22 of the Regulations](#)
 - [FIFA Circular No. 1010](#)
 - [NDRC Standard Regulations](#)
- [Cases](#)
 - [Deac Ioan Ciprian v. FC Aktobe](#)
 - [Badaliy Dago v. Neftçi PFK](#)
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Relevant Rules Of FIFA

Article 22 of the Regulations

One of the most important provisions governing the employment-related disputes between players/coaches and associations/clubs is Article 22 of the Regulations, which states:^[2]

22 Competence of FIFA

1.

1. *Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:*

.....

b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs;

c) employment-related disputes between a club or an association and a coach of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of coaches and clubs.^[3]”

FIFA Circular No. 1010

In addition, the minimum procedural standards for this independent arbitration tribunal are further explained in [FIFA Circular no.1010](#) published on 20 December, 2005, which contains the following specific minimum procedural standards:

Principle Of Parity When Constituting The Arbitration Tribunal

The parties must have equal influence over the appointment of arbitrators. This means for example that every party shall have the right to appoint an arbitrator and the two appointed arbitrators appoint the chairman of the arbitration tribunal. The parties concerned may also agree to appoint jointly one single arbitrator. Where arbitrators are to be selected from a predetermined list, every interest group that is represented must be able to exercise equal influence over the compilation of the arbitrator list.

Right To An Independent And Impartial Tribunal

To observe this right, arbitrators (or the arbitration tribunal) must be rejected if there is any legitimate doubt about their independence. The option to reject an arbitrator also requires that the ensuing rejection and replacement procedure be regulated by agreement, rules of arbitration or state rules of procedure.

Principle Of A Fair Hearing

Each party must be granted the right to speak on all facts essential to the ruling, represent its legal points of view, file relevant motions to take evidence and participate in the proceedings. Every party has the right to be represented by a lawyer or other expert.

Right To Contentious Proceedings

Each party must be entitled to examine and comment on the allegations filed by the other party and attempt to rebut and disprove them with its own allegations and evidence.

Principle Of Equal Treatment

The arbitration tribunal must ensure that the parties are treated equally. Equal treatment requires that identical issues are always dealt with in the same way vis-à-vis the parties.”

NDRC Standard Regulations

Moreover, the standards for this independent arbitration tribunal are also explained in the NDRC Standard Regulations, which includes but not limited to the following standards:

Article 3 Composition

1. The NDRC shall be composed of the following members, who shall serve a four-year renewable mandate:
 - a. a chairman and a deputy chairman chosen by consensus by the player and club representatives from a list of at least five persons drawn up by the association's executive committee;
 - b. between three and ten player representatives who are elected or appointed either on the proposal of the players' associations affiliated to FIFPro, or, where no such associations exist, on the basis of a selection process agreed by FIFA and FIFPro;
 - c. between three and ten club representatives who are elected or appointed on the proposal of the clubs or leagues.
2. The chairman and deputy chairman of the NDRC shall be qualified lawyers.
3. The NDRC may not have more than one member from the same club.
4. The NDRC shall sit with a minimum of three members, including the chairman or the deputy chairman. In all cases the panel shall be composed of an equal number of club and player representatives.

Article 12 Fundamental Procedural Rights

The parties' fundamental procedural rights shall be guaranteed, in particular, the right to equal treatment and the right to be heard (especially the right to explain one's actions, examine the file, have evidence taken and participate in the taking of evidence and obtain a substantiated decision)."

Cases

Deac Ioan Ciprian v. FC Aktobe (the "Ciprian case")

The [Ciprian case](#) is a dispute between Romanian player Deac Ioan Ciprian (**Ciprian**) and Kazakhstan club FC Aktobe (**Aktobe**) over compensation for the termination of his contract^[4]. On 10 June 2015, Ciprian and Aktobe concluded an employment contract, valid as from the date of its signature until 30 November 2017 (**Contract A**). On 31 December 2015, the parties concluded a termination agreement (the "Termination Agreement"), whereby Aktobe undertook to pay to Ciprian the amount of USD 45,556 by 30 April 2016. Clause 5 of the Termination Agreement reads as follows, "Any litigation between the parties will be solved exclusively by CAS from Lausanne, in English, by a Sole

Arbitrator”. In addition, on the same day, the parties concluded an addendum to the Termination Agreement (the “Addendum”), whereby the parties agreed on the following, “*To amend par. 5 of the Agreement as on the following wording: disputes between the Parties to the Employment Contract and Agreement on its Termination are considered by the Court in the city of Aktobe. The applicable law is legislation of the Republic of Kazakhstan, language of the proceeding is Russian. 2. The Parties waive their right to appeal before any other instances to resolve disputes between them*”.

Due to the dispute between the parties over the Termination Agreement, Ciprian lodged a claim before the NDRC of Kazakhstan, requesting to be awarded the amount of USD 45,556 that allegedly remained unpaid. In this respect, the NDRC of Kazakhstan passed a decision that was notified to Ciprian on 24 March 2017, declaring that the claim of Ciprian was inadmissible according to clause 5 of the Termination Agreement. In response to the aforementioned decision, on 28 March 2017, Ciprian appealed the decision passed by the NDRC of Kazakhstan before the competent appeal body within the framework of the Kazakh FA, which rendered a decision on 15 April 2017, overturning the decision passed by the NDRC of Kazakhstan as that decision did not consider the Addendum, which granted competence to the “Court in the city of Aktobe”.

Later, also in 2017, Ciprian lodged another claim against Aktobe before the Conciliatory Commission on the resolution of the individual employment disputes of the club, requesting the payment of the amount indicated in the Termination Agreement. On 7 April 2017, the Conciliatory Commission rejected the claim of Ciprian. On 22 May 2017, the Aktobe state court passed a decision rejecting Ciprian’s claim on the grounds that the compensation clause included in the Termination Agreement was in contravention of the laws of Kazakhstan. On 25 January 2018, Ciprian lodged a claim against Aktobe before the DRC, alleging that the NDRC of Kazakhstan “*does not meet the minimum standards for procedural independent arbitration courts as specified in art. 22 b) of the FIFA Regulations on the Status and Transitions of Players, and in accordance with the FIFA 1010 Regulations, [since] it cannot guarantee fairness procedures in relation to foreign players*”.

However, Aktobe challenged the competence of FIFA to deal with this case, on the following basis: According to the Addendum, both parties agreed on submitting any eventual claim before the courts of Aktobe and thereby waived their right to lodge any claim before any other deciding-body; Ciprian was the one who filed claim to the Aktobe state court, which showed that Ciprian confirmed and accepted the Aktobe state court’s jurisdiction; Ciprian already lodged 4 different claims against Aktobe before different deciding-bodies.

Decision

In this case, the DRC undertook a careful analysis to assess whether it is competent to adjudicate upon this case. In the first place, the DRC noted that Ciprian himself acknowledged having filled a claim before the NDRC of Kazakhstan, as well as a statement of appeal before the competent appeal body incorporated within the framework of the NDRC of Kazakhstan. In addition, the DRC also noted that Aktobe

provided documentary evidence in support of its allegations that Ciprian had also brought the dispute to the Conciliatory Commission as well as the state court of Aktobe.

Secondly, the DRC deemed that the Addendum to the Termination Agreement shall be considered as the legitimacy of the said document was acknowledged by both parties. **As per the Addendum, both parties granted exclusive competence to the courts of Aktobe (Kazakhstan) to adjudicate on any eventual dispute arisen as per the Termination Agreement. Moreover, the parties did not only choose the competent body, but also chose that the applicable law to the dispute should be the laws of Kazakhstan.** Therefore, the DRC concluded that the parties validly opted out regarding the competence of FIFA to adjudicate on any matter arisen as per the Termination Agreement. In particular, the DRC explained that reference must be made to Article 22 of the Regulations, which recognizes the right of any player or club to seek redress before a civil court for employment-related disputes. Meanwhile, the DRC also deemed that Ciprian's conduct in initiating the proceedings before the state court of Aktobe also demonstrated that Ciprian accepted the courts of Aktobe's jurisdiction.

In view of the above, the DRC determined that the present claim shall be considered inadmissible, since the state court of Aktobe was the only competent deciding body to adjudicate on the present case as per the Addendum to the Termination Agreement. Moreover, the DRC emphasized that the conduct of Ciprian – choosing different courts to bring an action against Aktobe – falls within a clear behavior of “*forum shopping*”, which constitutes an unlawful practice.

Badaliy Dago v. Neftçi PFK (the "Dago case")

The [Dago case](#) is a dispute between French player Badaliy Dago (**Dago**) and Azerbaijani club Neftçi PFK (**Neftçi**) over overdue salaries^[5]. On 2 July 2018, both parties concluded an employment contract valid as from the date of its signature until 30 June 2020 (**Contract B**). Clause 15.1 of the Contract B reads as follows, “*If the conflicts aren't solved by direct negotiations, the parties submit to the exclusive jurisdiction of the Tribunal of Baku (Rep. of Azerbaijan) to the exclusion of any other forum.*” On 25 June 2020, Dago sent a default notice to Neftçi indicating that it had unreasonably deducted Dago's salaries and that there were overdue salaries. On 18 September 2020, Dago lodged a claim before FIFA against Neftçi for outstanding remuneration. In its reply to the claim, Neftçi contested the competence of FIFA in accordance with Article 15.1 of the Contract B, arguing that the Tribunal of Baku had the exclusive jurisdiction which excluded any other forum.

Decision

In response to Neftçi's challenge regarding jurisdiction, the DRC analysed whether it was competent to adjudicate upon this case pursuant to Article 22 (b) of the Regulations. According to the Article 22 (b) of the Regulations, without prejudice to the right of any player or club to seek redress before a civil court for employment-related disputes, FIFA is competent to deal with a matter such as the one at hand, unless an independent

arbitration tribunal, guaranteeing fair proceedings and respecting the principle of equal representation of players and clubs, has been established at national level within the framework of the association and/or a collective bargaining agreement.

In relation to this point, the DRC deemed that one of the basic conditions that needs to be met in order to establish that a deciding body other than the DRC is competent to settle an employment-related dispute between a club and a player of an international dimension, is that the exclusive jurisdiction of a national dispute resolution body has been clearly stipulated in the employment contract. Therefore, while analysing whether it was competent to hear the present claim, the DRC considered that it should first analyse whether the employment contract signed between the Dago and the Neftçi contained a clear and exclusive jurisdictional clause in favour of the Tribunal of Baku.

According to the Article.15.1 of the Contract B, the DRC deemed that the reference to the Tribunal of Baku is clear and unequivocal. Hence, the DRC concluded that, by means of Article 15.1 of the Contract B, and taking into the principle of free will of the parties, the preference of the parties in favor of the Tribunal of Baku was clearly expressed. In light of the above, the DRC concluded that it was not competent to deal with the claim at hand.

Coach A v. Club C (the "Coach A case")

The [Coach A case](#) is a dispute between Coach A from country B (**Coach A**) and Club C from Country D (**Club C**) concerning dispute over compensation for breach of the employment contract^[6]. On 1 January 2013, Coach A and Club C concluded an employment contract (the **Contract C**), valid from the date of its signature until 30 June 2015. According to Article 9.2 of the Contract C, *“in case of dispute between the parties, the Dispute Resolution Chamber of the Football Association of country D will be the competent body, and can subsequently be heard by other bodies in accordance with the Football Association of country D and FIFA.”*

On 21 February 2014, the Coach A lodged a claim in front of FIFA against the Club C for breach of the Contract C. However, the Club C argued that the Football Association of country D’s National Dispute Resolution complied with the requirements of FIFA in terms of constitution, independency and fair proceedings, and that according to Article 9.2 of the Contract C, the Football Association of country D’s National Dispute Resolution arbitration tribunal was competent to deal with the present case and not FIFA.

Decision

In this case, the PSC emphatically analysed whether the Football Association of country D’s National Dispute Resolution was competent to deal with this case pursuant to Article 22 (c) of the Regulations.

In this regard, the PSC referred to Article 22 (c) of the Regulations, according to which the PSC is competent to deal with a matter such as the one at hand unless an independent arbitration tribunal, guaranteeing fair proceedings exists at national level.

On this basis, the PSC went on to examine the copy of the Football Association of country D's National Dispute Resolution Regulations which were approved by a decision of the Executive Committee of the Football Association of country D on 2 December 2013 provided by Club C.

According to Article 3.1 and Article 13 of the Football Association of country D's National Dispute Resolution Regulations, coaches are allowed to lodge claims in front of the Football Association of country D's National Dispute Resolution in the event of employment related disputes. Furthermore, in terms of the composition of the Football Association of country D's National Dispute Resolution, the PSC noted that in accordance with Article 7 of the Football Association of country D's National Dispute Resolution, the chamber is composed of a Chairman, Vice-Chairman, 10 representatives of professional football players proposed by the players unions, and 10 representatives of professional football clubs recommended by the leagues.

Moreover, according to Article 46 of the Football Association of country D's National Dispute Resolution, the chamber takes its decisions by a simple majority vote. Only in the event of a tie, the chairman's vote shall break a tie. Finally, according to Article 53 of the Football Association of country D's National Dispute Resolution, the decisions of the Football Association of country D's National Dispute Resolution can be appealed to the Court of Arbitration for Sport in Lausanne.

Therefore, taking into consideration the entire structure and the functioning of the Football Association of country D's National Dispute Resolution, **the PSC deemed that Club C was able to prove that the Football Association of country D's National Dispute Resolution meets the minimum procedural standards for "independent arbitration tribunals guaranteeing fair proceedings" as laid down in Article 22 c) of the Regulations.** In view of all the above, the PSC came to the conclusion that Club C's objection to the competence of FIFA to deal with this case has to be accepted and that the PSC is not competent pursuant to Article 22 c) of the Regulations.

On a separate note, although this case is anonymized, the authors find a CAS case (Arbitration CAS 2016/A/4836 Raúl Gonzalez Riancho v. FC Rubin Kazan, award of 19 December 2017) which has same facts as this Coach A case. In the above-mentioned CAS case, the CAS panel dismisses the appeal of the Appellant and confirms the PSC decision as the Panel deems that the Appellant should have summoned FIFA in the case and that Respondent lacks the standing to be sued in respect of Appellant's primary prayers for relief.

Analysis: What Happens If There Is A Jurisdiction Dispute?

In the above-mentioned three cases, FIFA recognised the jurisdiction of the national dispute resolution bodies agreed in the parties' relevant contracts in accordance with Articles 22 (b) and 22 (c) of the Regulations. In combination with these three cases and FIFA's further [Commentary on the Regulations^{\[7\]}](#), the authors note that if an employment-related disputes involving foreign players, coaches or other foreign-related

factors is brought before FIFA, the DRC/PSC is generally considered competent to hear the case.

However, if one of the parties to the dispute in question contests DRC/PSC jurisdiction in favour of a national dispute resolution body, then:

- **The DRC/PSC will first establish that the existence of a dispute resolution body within the country of its claim** (in several FIFA member associations, such bodies may be referred to in the national statutes or other documents but have never been formally constituted).
- **The DRC/PSC will then go on to check whether there is a jurisdictional clause in the relevant contract** (potentially in the form of an explicit reference to an applicable collective bargaining agreement – conferring competence to hear such disputes upon the national body). **The relevant jurisdictional clause must be explicit, exclusive, and in writing.**
- If this is not the case, the DRC/PSC will confirm that the case will be heard before the DRC/PSC.
- **Otherwise, the DRC/PSC will proceed to examine whether the national dispute resolution body stipulated in the relevant contracts respects the principle of equal representation of players/coaches and clubs and whether it can be considered an independent arbitration tribunal that guarantees fair proceedings.**
- Moreover, it is for the party contesting FIFA competence to provide evidence that the national dispute resolution body does indeed meet these requirements. If the national body does meet all the pertinent conditions, recognised by the stakeholders in the country and functioning well, the DRC/PSC will decline jurisdiction over the case;
- Otherwise, the DRC/PSC will move to consider the substance of the individual matter regardless of any jurisdictional clause in the relevant contracts in favour of the national dispute resolution body.

In conjunction with the above-mentioned three, the DRC/PSC will mainly consider the dispute resolution clauses agreed in the relevant contracts and the qualifications of the national dispute resolution bodies when examining whether the national dispute resolution bodies agreed in the relevant contracts have jurisdiction.

- First, with respect to the dispute resolution clauses of the relevant employment contracts, **the DRC/PSC will primarily examine whether there is an explicit, exclusive and written jurisdictional clause in the relevant contract which stipulates that the disputes arising from the relevant employment contract shall be submitted to the national dispute resolution body of that country.**

This was emphasised and carefully examined by the DRC/PSC in all three cases analyzed above. In the Ciprian case, according to the Addendum, both parties not only granted the

exclusive competence to the courts of Aktobe (Kazakhstan) to adjudicate on any eventual dispute arisen as per the Termination Agreement, but also chose that the applicable law to the dispute should be the laws of Kazakhstan; in the Dago case, Article 15.1 of the Contract B expressly agreed that the Tribunal of Baku shall have the exclusive jurisdiction for disputes arising from the Contract B, excluding the jurisdiction of any other forum; in the Coach A case, Article 9.2 of the Contract C expressly agreed that in the event of a dispute between the parties, the Dispute Resolution Chamber of the Football Association of Country D will be the competent body.

- Secondly, with regard to the qualifications of the national dispute resolution body, the DRC/PSC will mainly examine whether the national dispute resolution body respects the principle of equal representation of players/coaches and clubs and whether it can be considered an independent arbitration tribunal that guarantees fair proceedings.

In the Ciprian case, the exclusive jurisdiction agreed by the parties was the Court in the city of Aktobe; in the Dago case, the exclusive jurisdiction agreed by the parties was the Tribunal of Baku; and in the Coach A case, the exclusive jurisdiction agreed by the parties was the Dispute Resolution Chamber of the Football Association of country D.

First, we can see that **national courts, national independent arbitral tribunals or dispute resolution chambers of national Football Associations all can be considered by FIFA as independent national arbitral tribunals in accordance with Articles 22 b) and 22 c) of the Regulations**. However, in the context of the three cases analysed in this article, we can see that FIFA has different strictness in its review of national courts, national independent arbitral tribunals and dispute resolution chambers of national Football Associations when determining whether they meet the criteria of an independent national arbitral tribunals pursuant to Article 22 (b) and 22 (c) of the Regulations.

By comparing these three cases, we can see that in the Ciprian case and the Dago case, the DRC did not conduct further detailed qualifications review of the national dispute resolution bodies (the Court in the city of Aktobe, the Tribunal of Baku) (whether they respected the principle of equal representation of players and clubs, and whether they could be considered independent arbitration tribunals that guarantee fair proceedings) after finding that there were explicit, exclusive and written jurisdictional clauses in the relevant contracts. While in the Coach A case, according to the documentary evidence provided by the Club C, the PSC conducted a comprehensive review of whether the Dispute Resolution Chamber of the Football Association of country D meets the two requirements of “respecting the principle of equal representation of coaches and clubs” and “guarantying fair proceedings” for an independent national arbitral tribunal in terms of the Football Association of country D’s National Dispute Resolution Regulations, the operation mechanism of the Dispute Resolution Chamber of the Football Association of Country D, the appeal procedure and other aspects.

Tips For Clubs

In view of the foregoing, the authors suggest that if an employment-related dispute involving foreign player, coach or other foreign-related factor is to be resolved through a national dispute resolution body,

- **Firstly**, the relevant employment contract should contain an explicit, exclusive and written jurisdictional clause, agreeing that the national dispute resolution body shall have exclusive jurisdiction and exclude the jurisdiction of any other bodies.
- **Secondly**, the applicable law of the employment contract shall be stipulated together in the relevant employment contract.
- **Thirdly**, when choosing a national dispute resolution body, it should ensure the operation of that the national dispute resolution body respects the principle of equal representation of players/coaches and clubs and is an independent arbitral or judicial body that guarantees fair proceedings.

Moreover, in light of the three cases analysed in this article, the authors found that FIFA is more strict in examining the qualifications of the dispute resolution chamber of a country's football association than the national court/national arbitral tribunal in that country. Therefore, if possible, it is recommended that when the relevant players/coaches and clubs/associations choose the national dispute resolution body in their employment contracts, priority should be given to choosing that a national court or a national independent arbitral tribunal shall have jurisdiction over the disputes arising from the relevant employment contracts.

References

- [1] FIFA Circular 1010. Copy available here: https://goldengate-law.com/pdf/fifa_circular/fifa_circular_1010.pdf (last accessed 30 Sept 2022)
- [2] Article 22 of the FIFA Regulations on the Status and Transfer of Players (July 2022 edition)
- [3] When the Coach A case occurred, the applicable regulation was the 2015 edition, the Article 22 c) of which states that “*employment-related disputes between a club or an association and a coach of an international dimension, unless an independent arbitration tribunal guaranteeing fair proceedings exists at national level;*”
- [4] Deac Ioan Ciprian (Romania) v. FC Aktobe (Kazakhstan), Decision of the DRC Judge passed on 24 March 2021, <https://digitalhub.fifa.com/m/65ca9d9a6foef566/original/scwodq1chebsxz36wupb-pdf.pdf>
- [5] Badaliy Dago (France) v. Neftçi PFK (Azerbaijan) , Decision of the Dispute Resolution Chamber passed on 19 November 2020, <https://digitalhub.fifa.com/m/5ad474d6329c2ec1/original/xaonyjiwswdadmceqxr-pdf.pdf>

[6] Coach A (country B) v. Club C (country D) , Decision of the Single Judge of the Players' Status Committee passed on 26 January 2016, <https://digitalhub.fifa.com/m/6038dfd916866e5/original/ufxqh4dputcsqndszqgl-pdf.pdf>

[7] Commentary on the Regulations on the Status and Transfer of Players, Page 355-378, <https://digitalhub.fifa.com/m/346c4da8d810fbea/original/Commentary-on-the-FIFA-Regulations-on-the-Status-and-Transfer-of-Players-Edition-2021.pdf>

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