

**REPORT ON THE INQUIRY INTO
THE 2018/2022 FIFA WORLD CUP™ BIDDING PROCESS**

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I. INVESTIGATION OVERVIEW

On December 2, 2010, the Executive Committee of the Fédération Internationale de Football Association (“FIFA”), using an anonymous voting procedure, determined the hosts for the 2018 and 2022 FIFA World Cup¹ tournaments. Allegations of corruption related to the voting process had surfaced even before the final vote that December day in Zurich. Ever since, there have been persistent allegations of misconduct with respect to the selection process.

The World Cup generates the lion’s share of FIFA’s operating budget for subsequent four year cycle.² It is a prize that, for the host country, brings international prestige and significant revenue.³ For its importance to fans of the sport, one need only look to the number of people around the world who attend or watch the tournament.⁴

Given the importance of this event to international football, the concerns raised by participants in the process, and the lingering doubts surrounding the procedure for selecting the host cities, the Investigative Chamber determined to review the bidding and award process as well as specific allegations of misconduct. The investigation has been led by the two independent members of this chamber: Chair Michael J. Garcia and Deputy Chair Cornel Borbély.

A. Jurisdiction

1. *Authority to Investigate Under the FIFA Code of Ethics*

Generally, the starting point for any inquiry by the Investigatory Chamber of the FIFA Ethics Committee must be the 2012 FIFA Code of Ethics (“FCE”). The FCE describes the “[d]uties and competences of the investigatory chamber” as follows:

¹ “FIFA World Cup” is a trademark of FIFA. For purposes of this report, the event is referred to as the “World Cup.”

² See, e.g., FWC00166731.

³ In its 2010 FIFA World Cup Country Report, for example, the South African government described the event as “an ‘image coup’ for the entire continent,” resulting in an “intangible legac[y]” about “how global perceptions about South Africa and Africa have shifted.” FWC00185684. The report further noted that revenue generated by tourism during the World Cup totaled 3.64 billion South African Rand. FWC00185778.

⁴ For example, FIFA has reported that a total of 3.18 million fans attended the 2010 World Cup in South Africa, FWC00185493, while the in-home television coverage of the 2010 World Cup reached 3.2 billion people around the world (2.2 billion of which watched at least twenty consecutive minutes of coverage), representing 46.4% of the global population. FWC00185245.

The investigatory chamber shall investigate potential breaches of provisions of this Code on its own initiative and ex officio at its full and independent discretion.

FCE Art. 28(1).

FIFA's first Code of Ethics took effect October 6, 2004. Since then the Code been revised several times, including in 2009 and, most recently, in 2012. The World Cup Bidding Process took place primarily after the enactment of the 2009 Code of Ethics ("2009 FCE") and prior to the 2012 revisions. However, jurisdiction for this inquiry is still governed by the standard set forth in the current FCE:

This Code shall apply to conduct whenever it occurred including before the passing of the rules contained in this Code except that no individual shall be sanctioned for breach of this Code on account of an act or omission which would not have contravened the Code applicable at the time it was committed nor subjected to a sanction greater than the maximum sanction applicable at the time the conduct occurred. This shall, however, not prevent the Ethics Committee from considering the conduct in question and drawing any conclusions from it that are appropriate.

FCE Art. 3.

Regardless of whether any sanctions are available, however, this report strives to consider the conduct of the participants in the bidding process and draw appropriate conclusions. *See* FCE Art. 3.

In terms of who is covered and for what activities, the 2012 FCE generally applies to "conduct that damages the integrity and reputation of football and in particular to illegal, immoral and unethical behavior" and is used to investigate alleged breaches of by football officials of the specific provisions prohibiting such conduct. FCE Arts. 1 and 2.

2. Referral from FIFA

On November 18, 2012, the Sunday Times (of London) published an article alleging that the Qatar bid team paid \$1 million to Samson Adamu, the son of FIFA Executive Committee member Amos Adamu, in the months prior to the vote for World Cup host.⁵ The newspaper stated the money was offered to "sponsor" an "African [Football] Legends Dinner" hosted by Samson Adamu in Johannesburg before the World Cup in South Africa.⁶

⁵ FWC00153524-27.

⁶ FWC00153524-27.

In advance of publication, the Sunday Times forwarded to FIFA certain material in their possession, and FIFA in turn forwarded the same information to the Chair of the Investigatory Chamber.⁷ The communication from FIFA noted that the material was being forwarded for the Chair's "information and analysis."⁸

This referral to the Investigatory Chamber of specific allegations of misconduct by a bid team led to the initiation of a preliminary investigation.

3. Expansion of the Inquiry

Given the importance of the general subject matter, and the allegations of misconduct that had been raised by various parties since the vote in 2010, the Chairman of the Investigatory Chamber considered whether the scope of the inquiry should expand to include the conduct of the various participants in the bid process.

Without at all judging the merits of any those charges and accusations, it was clear that there was distrust by the public and by some of the participants in the integrity of the bidding process. Moreover, the lack of any formal review of the process had served only to fuel rumors and speculation over what had taken place. The FIFA reforms aimed at establishing an independent Ethics Committee had indeed led some to call for the new committee to undertake just such a review:

The IGC⁹ also insisted that the remit of the new Ethics Committee should not be limited to investigations of events occurring after the IGC's recommendations came into effect, but that they should include investigation into events in the past. This explicitly included allegations in relation to World Cup hosting decisions and the IGC singled out this issue including the decision to award the tournament to Qatar as one that required further investigation. If FIFA is to emerge from the scandals of recent years it must now produce a convincing and transparent answer to any issues relating to hosting decisions, either to confirm that the suspicions are, sadly, well founded or to demonstrate that they are groundless. The Ethics Committee should not rest until there is a conclusive answer.¹⁰

With respect to the authority to expand the inquiry in the manner described, while the FCE clearly governs investigations into misconduct by individual football officials, there is also precedent for the Investigatory Chamber conducting an

⁷ FWC00173987-90.

⁸ FWC00173987.

⁹ Independent Governance Committee. *See* Part IV(A)(1).

¹⁰ FWC00185512.

inquiry and reporting to the Adjudicatory Chamber on more general issues or on patterns of alleged misconduct.

In July 2012, the FIFA Executive Committee requested that the Investigatory Chamber examine the Order on the Dismissal of the Criminal Proceedings by the Prosecutor's Office in the Canton of Zug.¹¹ That order, unsealed by the Swiss Federal Court on July 11, 2012, concerned an investigation into commissions allegedly paid by the sports marketing company ISMM/ISL Group ("ISL") to several FIFA officials.¹² The Executive Committee asked the Chair of the Investigatory Chamber to review the ISL case from a "moral and ethical standpoint" and to report his findings to the Executive Committee.¹³

A threshold issue arose how best to align the Executive Committee's referral of the ISL matter with the procedural system the FCE prescribes. The matter was submitted to the Chair not in the form of a complaint alleging "potential breaches of provisions of [the FCE]," *see* FCE Art. 28(1), but in the form of a request for an examination based upon ethical and moral standards.¹⁴ And while the FCE requires that any final report of investigation be sent to the adjudicatory chamber, *see* FCE Arts. 28(5) and 67, the Executive Committee had requested that the Chair report to that committee.¹⁵

A decision was reached to respond to the Executive Committee's referral in a manner consistent with the FCE's guiding principles, which echoed the referral's instruction to examine this matter "from a mere moral and ethical standpoint." Indeed, the preamble to the FCE notes the following: "FIFA is constantly striving to protect the image of football, and especially that of FIFA, from jeopardy or harm as a result of illegal, *immoral* or *unethical* methods and practices." FCE Preamble (emphases added).

In line with this approach, the Chair decided to conduct a preliminary investigation into the ISL matter, by considering the referral by the Executive Committee as a "complaint," and pursuant to the Investigatory Chamber's independent and broad authority to do so. *See* FCE Art. 62(3).

A report was prepared, but rather than being sent to the Executive Committee, it was submitted to the chairman of the adjudicatory chamber as provided for in the FCE.¹⁶ That "Report of Examination of the ISL Matter," filed

¹¹ FWC00185149.

¹² FWC00185534.

¹³ FWC00185149.

¹⁴ FWC00185149.

¹⁵ FWC00185149.

¹⁶ FWC00185534; FCE Arts. 28 and 29.

with Judge Eckert on March 18, 2013, did not charge any official with misconduct but rather described the investigative steps taken, discussed the key issues, made certain findings, and identified potential further steps that, for reasons discussed therein, might be more appropriately taken up in the adjudicatory chamber at its chairman's discretion. *See* FCE Art. 69. In addition, the Chair of the Investigatory Chamber determined that there was a *prima facie* case that certain provisions of the FCE had been violated by a football official and announced his intention to conduct formal investigation proceedings pursuant to FCE Articles 28 and 64-68.

On April 29, 2013, Judge Eckert issued a “[s]tatement... on the examination of the ISL case.”¹⁷ Judge Eckert published findings that he described as “consistent with the Report of Examination” submitted by the Chair of the Investigatory Chamber.¹⁸ In a statement issued the next day, FIFA President Blatter took note of Judge Eckert's findings.¹⁹

Use of the ISL model in the present case is also supported by the language of the FCE, specifically in Article 4 governing “Scope of the Code, omissions, custom, doctrine and jurisprudence.” FCE Art. 4(3). That section provides that “[d]uring all its operations, the Ethics Committee may draw on precedents and principles already established by sports doctrine and jurisprudence.” Complementing the authority to look to precedent, is the acknowledgment that in “[i]f there are any omissions in this Code, the judicial bodies shall decide in accordance with the association's custom or, in the absence of custom, in accordance with the rules they would lay down if there were acting as legislators.” FCE Art. 4(2). Both this organization's own precedent, namely the ISL case, and the precedents and jurisprudence of sports doctrine, for example the investigations of the International Olympic Committee (“IOC”) into alleged corruption in the bidding to host the Olympic games, support the present inquiry.²⁰

As further support for this specific inquiry into the selection process for the 2018 and 2022 World Cup hosting rights, the Bid Registration form designed by FIFA explicitly contemplated that it might become necessary for the FIFA Ethics Committee to review and investigate that bidding process. The registration form required each member association (“MA”) to acknowledge: “FIFA has established

¹⁷ FWC00185534-41.

¹⁸ FWC00185534.

¹⁹ FWC00185543-44.

²⁰ *See, e.g.*, FWC00185198-233 (Report of the IOC *ad hoc* Commission to Investigate the Conduct of Certain IOC Members and to Consider Possible Changes in the Procedures for the Allocation of the Games of the Olympiad and Olympic Winter Games, Presented to the IOC Executive Board on January 24, 1999); FWC00172486-FWC00172540 (Second Report of the IOC *ad hoc* Commission to Investigate the Conduct of Certain IOC Members and to Consider Possible Changes in the Procedures for the Allocation of the Games of the Olympiad and Olympic Winter Games, Presented to the IOC Executive Board on March 11, 1999).

the FIFA Ethics Committee as an independent judicial body which, among other responsibilities, may be requested by FIFA to examine the Bidding Process in relation to the rules of conduct as set out in this [c]lause... to ensure a fair, open and transparent Bidding Process.”²¹ The limited avenue for initiating such requests and complaints available under the 2009 FCE was replaced in 2012 with the broad authority of the Chair of the Investigatory Chamber to initiate proceedings. *Compare* FCE Art. 16 (2009 edition) *with* FCE Art 62(3). No “request” from FIFA is therefore needed for the Ethics Committee to “examine the Bidding Process.”

Accordingly, the Chairman of the Investigatory Chamber determined that, given the persistent and widespread allegations of misconduct in the selection process, and the attendant lack of confidence in the outcome, there needed to be a comprehensive inquiry not only into the allegations of individual misconduct, such as that described in the referral from the Sunday Times, but also an inquiry into the process, including the conduct of each of the bid teams, their contractors, FIFA, and the Executive Committee. The Investigatory Chamber has proceeded as described below in establishing the facts and circumstances surrounding the bidding process for hosting the 2018/2022 World Cup tournaments and in making recommendations for improving that process. In the course of the investigation, certain conduct warranting further proceedings against individual football officials has been uncovered and those cases will be opened and pursued. *See* FCE Art. 63.

B. Investigative Process

Investigation into the bidding by nine teams, composed of eleven different countries—a process that in its formal phase covered more than a year—required a significant commitment of time and resources. Accordingly, both independent members of the Investigatory Chamber, the Chairman and Deputy Chairman, have jointly led this inquiry. Pursuant to the FCE, the Chairman, a United States national, recused himself from any issues concerning the United States bid team.²² FCE Arts. 35(2)(c) and 32. The Chairman also exercised his discretion to recuse himself from all issues and any findings related to the Russian bid team based on a travel ban imposed by the Russian government in April 2013 related to the Chair’s prior work as a prosecuting attorney.²³ FCE Arts. 35(2)(c) and 32. As a result, the Deputy Chair was solely responsible for all findings and conclusions with respect to the activities of those bid teams or any nationals from those countries. Separate reports by the Deputy Chair covering those matters are appended to this Report.

Additionally, the Deputy Chair, a Swiss national, recused himself from all issues and any findings related to FIFA President Joseph Blatter and any other

²¹ FWC00003887 (Section 11.6).

²² FWC00185594.

²³ FWC00185594.

Swiss nationals. FCE Art. 35(2)(c). As a result, the Chairman was solely responsible for all findings and conclusions with respect to the activities of President Blatter and other Swiss nationals.

The inquiry into the bidding process involved interviewing representatives of each of the bid teams, current and former Executive Committee members and FIFA officials. In addition, other football officials who were believed to have relevant information were called upon to assist in establishing the facts of the case. Third parties, although not subject to the cooperation requirements of the FCE, were also approached and asked for cooperation. In all, more than 75 interviews were conducted, either in person with an audio recording for the record or through written questions. Investigatory team members traveled to ten countries to conduct interviews, including the United States, Italy, Holland, Spain, Japan, Australia, England, Malaysia, Switzerland, Oman, and the Netherlands. Witnesses who could not appear for interviews were sent written questions. In many cases, follow-up questions were sent.

Pursuant to a process and practice established by the Investigatory Chamber over the past two years, all interviewees were provided with a written request and proposed dates for the interview. All were entitled to bring counsel. *See* FCE Art. 40. Whenever requested, a qualified interpreter was made available. Oral interviews were tape recorded and a copy of the transcript was later provided to the interviewee or counsel with an opportunity to propose corrections. The tapes, transcripts and any comments or additions by the witnesses are all part of the record of this case.

Each bid team was sent a request for documents and, as the facts were further developed, requests for specific follow-up material. FIFA provided voluminous materials related to the registration and evaluation process, prior ethics proceedings, and other relevant documents.

Other football associations, confederations, and officials provided material relevant to certain issues. In a number of cases, third parties voluntarily produced documents that contributed to establishing the facts. All of that material, approximately 200,000 pages of relevant material, is part of the official Ethics Committee record of this case.

The Investigatory Chamber announced early on that it would hear anyone who believed they had relevant information and that such information would be duly evaluated. It was a message aimed at making public an opportunity to assist for those interested in making this review as complete as possible. Many, including several media outlets, took advantage of that opportunity to provide information helpful in clarifying the facts. Despite best efforts, information may well surface in the future further clarifying certain issues or raising new ones. Pursuant to the FCE, the Investigatory Chamber has the authority to consider that information and

take whatever action it deems appropriate—at the same time weighing the need for certainty and the resources already expended in this inquiry.

The allegations examined were widespread and varied. Some were made prominently in the media; some were reported directly to the Investigatory Chamber. Still others were uncovered in the course of reviewing the materials produced. With each issue, and with every witness, the same procedure was followed, namely a process designed to address the significant allegations in as thorough and efficient a manner possible while treating fairly all parties to that process.

II. FIFA AND THE WORLD CUP

A. Structure of FIFA

1. *Associations and Confederations*

FIFA, the world’s governing body for organized football, is a private association under Swiss law, with its headquarters in Zurich, Switzerland. FIFA Statutes Art. 1. FIFA is currently composed of 209 member associations covering the globe.²⁴ Those national associations are responsible for organizing and supervising football in their respective countries. FIFA Statutes Art. 10(1).

National football associations have not only joined together in FIFA but also in federations— or “confederations” as designated by FIFA—with limited geographical scope and jurisdiction. There are six such confederations in total, each of them responsible for a specific region: Asian Football Confederation (AFC); Confédération Africaine de Football (CAF); Confederation of North, Central American and Caribbean Association Football (CONCACAF); Confederación Sudamericana de Fútbol (CONMEBOL); Oceania Football Confederation (OFC); and Union des associations européennes de football (UEFA). FIFA Statutes Art. 20(1).

The confederations themselves are not members of FIFA. Under Swiss association law, they are considered independent branches of the organization. Nevertheless, the FIFA Statutes place certain duties on the confederations and grant them specific rights within the framework of FIFA. *See* FIFA Statutes Art. 20(3). One of the most important powers residing with the confederations is the selection of the members of the FIFA Executive Committee. FIFA Statutes Art. 20(3)(g).

2. *Executive Committee*

²⁴ FWC00185496-98.

FIFA consists of the following branches: the Congress (legislative); the Executive Committee (executive); and the general secretariat (administrative). FIFA Statutes Art. 21.

Given the crucial role played by the FIFA Executive Committee in the 2010 decision naming the host countries for the 2018 and 2022 FIFA World Cup tournaments, the authority of that Committee will be discussed in some detail.

The Executive Committee is responsible for overseeing FIFA's day-to-day business and representing FIFA vis-à-vis third parties. FIFA Statutes Arts. 31 and 32; Swiss Civil Code Art. 69.²⁵ Relevant decisions of the FIFA Congress are binding on the Executive Committee. *See* FIFA Statutes Art. 21(1). Within this—very liberal—legal framework, FIFA has room to determine the authority of the Executive Committee in response to specific circumstances.

Under FIFA Statutes, the Executive Committee is in responsible for, among other things:

- Appointing and dismissing the FIFA Secretary General. FIFA Statutes Art. 31(8).
- Appointing the chairmen, deputy chairmen and members of the standing committees of FIFA, including the Legal Committee. FIFA Statutes Art. 31(4).
- Approving FIFA regulations. FIFA Statutes Art. 31(10). *See, e.g., id.* Art. 62(4) (Disciplinary Code), Art. 63(3) (Code of Ethics). and Art. 82(2) (international matches and competitions).

Notwithstanding the above, the FIFA Executive Committee has the general power to act and decide on all matters that do not fall within the authority of the FIFA Congress or any other FIFA body. FIFA Statutes Art. 31(1). Moreover, it has the final decision-making power concerning any matters not provided for in the FIFA Statutes. FIFA Statutes Art. 85.

Decisions in the FIFA Executive Committee are taken, in principle, by simple majority of the votes cast by the members present. FIFA Statutes Art. 27(6). If votes are equal, the FIFA President, who presides over the Executive Committee and has an “ordinary” vote, then has the deciding vote. FIFA Statutes Art. 32(5). The FIFA Executive Committee presently consists of 25 members.²⁶ FIFA Statutes Art. 30(1). The president is elected by the FIFA Congress for a term of four years.

²⁵ The representational role, however, has been allocated to the FIFA President. FIFA Statutes Art. 32(1).

²⁶ At the time of the 2010 vote, that number was 24. FIFA Statutes Art. 30(1) (2010 edition).

FIFA Statutes Art. 30(1), (2), and (3).²⁷ All other Executive Committee seats, including the eight vice presidents, are determined by the confederations. FIFA Statutes Art. 30(4).

The seats in the FIFA Executive Committee are apportioned to the different confederations according to the following allocation formula:

- CONMEBOL 3 (1 vice president and 2 members);
- AFC: 4 (1 vice president and 3 members);
- UEFA: 8 (3 vice presidents and 5 members);
- CAF: 4 (1 vice president and 3 members);
- CONCACAF: 3 (1 vice president and 2 members); and
- OFC: 1 (1 vice president).

FIFA Statutes Art. 30(4).

Each one of these 23 FIFA Executive Committee members elected or appointed by a confederation (also for a term of four years) must subsequently be installed by the FIFA Congress. FIFA Statutes Art. 30(1). To date, in the more than 50 years since this process has been in place, no Executive Committee appointment proposed by any confederation has been rejected by the Congress.²⁸ Once installed, a vice president or other member of the FIFA Executive Committee may only be removed from office by the FIFA Congress or the congress of the confederation concerned, subject to sanctions and decisions issued by the FIFA judicial bodies. FIFA Statutes Art. 30(4). Once again, there is no record of removal by the Congress of any sitting Executive Committee member or of such action being taken by any confederation.²⁹

There are few rules or guidelines imposed on the confederations in electing or appointing FIFA Executive Committee members. In the past, those rules were limited to certain time constraints and to stipulating that not more than one member from the same FIFA member association could serve on the Executive Committee simultaneously. *See, e.g.*, FIFA Statutes Art. 30(4) (2009 edition). As of 2013, candidates for FIFA Executive Committee also must undergo an integrity check prior to their election or re-election. Standing Orders of the Congress Art. 13. *See also* FIFA Organisation Regulations, Annexe 1. Accordingly, procedures and

²⁷ Additionally, as of 2013, a representative of Women's Football with full voting rights is also elected by the FIFA Congress. FIFA Statutes Art. 30(3).

²⁸ FWC00185988-90.

²⁹ FWC00185988-90.

preconditions with regard to elections or appointments of the eight vice presidents and 15 members of the FIFA Executive Committee are governed almost entirely by relevant confederation rules and regulations. These rules and regulations, in turn, differ from confederation to confederation.

This latter point is most striking in the area of term and age limits: for example, the AFC President (who is either a FIFA vice president or a regular member of the FIFA Executive Committee, *see* AFC Statutes Art. 31(1)(3)) may not serve more than three terms; candidates must be under the age of 70 at the time of the election. AFC Statutes Art. 31(8) and (9). Two other confederations have similar age limitations: CAF has an age limit of “under 70 years” for all members of the Executive Committee, CAF Statutes Art. 18(1), and UEFA has an age limit of 70 years for the President and all members of the Executive Committee, UEFA Statutes Art. 22(2).

By contrast, INTERPOL’s 13-member Executive Committee is elected by the General Assembly and certain term limits apply. INTERPOL Constitution Art. 15 *et seq.* Likewise, all members of the International Olympic Committee (“IOC”) Executive Board are elected by the the IOC “Session” made up of more than 100 members and those board members are also subject to term limits. Olympic Charter Rules 16(1), 18(1), and 19(2). Term limits and comparisons with other international organizations are discussed in further detail below.³⁰

B. FIFA World Cup

1. Overview

By statute, FIFA is tasked with organizing its own international competitions, the highest profile of which is the FIFA World Cup. FIFA Statutes Art. 2(b).

While there are several different “World Cup” tournaments organized by FIFA, the term “FIFA World Cup” is generally used to describe the quadrennial competition of the senior men’s national (“A”) teams of the FIFA member associations (the “World Cup”). The FIFA World Cup consists of a *qualifying stage* and a *final tournament*. For the public, the focus is on the final tournament of a FIFA World Cup, which takes place in one host country (or two in the case of co-hosting nations) over a period of approximately four weeks in June and July. The name of the country that hosts the final round of the FIFA World Cup is reflected in the designation given the tournament: for example, 2014 FIFA World Cup Brazil.

The inaugural tournament of the FIFA World Cup took place in Uruguay in 1930. Since then, it has been continuously organized on a four years cycle, except for

³⁰ *See* Part XVI(A).

1942 and 1946 when it interrupted by the Second World War. For each tournament, FIFA decides the number of places awarded to each of the confederations beforehand, generally based on the relative strength of the confederations' teams, with host nations receiving automatic qualification to the final tournament.

The final tournament of each FIFA World Cup is divided into two stages: the group stage followed by the knockout stage. In the group stage, teams compete within eight groups of four teams each. The top two teams from each group advance to the knockout stage, which is a single-elimination round in which teams compete in one-off matches beginning with the round of 16 (or the second round) and advancing through to the final match.

2. Attendance and Viewership

The FIFA World Cup is the premiere event for world's most popular sport. In 1930, over half a million people attended the first World Cup tournament and in 1950 attendance exceeded one million for the first time. The last three World Cup tournaments (the 2006 World Cup Germany, the 2010 World Cup South Africa, and the 2014 World Cup Brazil) have each been attended by over three million people.³¹

The World Cup was first televised in 1954 and is now the most widely viewed sporting event in the world. For example, the cumulative audience of all matches of the 2006 World Cup Germany is estimated to have been 26.29 billion people while the final match alone drew 715 million viewers.³² Not surprisingly, the World Cup attracts many sponsors.

3. Revenue

The proceeds generated by the FIFA World Cup make up by far the major share of FIFA's overall revenue. For the four-year periods that result from the corresponding cycles of the World Cup tournaments (cf. section 1.2.1 above), the amount of World Cup-related FIFA revenue for recent years is represented as follows (in million US Dollars).

	1995-1998	1999-2002	2003-2006	2007-2010	2011-2014
TV Rights	162,2	987,3	1'300,9	2'408,1	2'418,4
Marketing Rights	145,6	497,8	559,9	1'071,9	1'479,2
Licensing Rights			72,5	54,7	76,6
Hospitality Rights			203,8	120,0	174,9

³¹ FIFA has reported that a total of 3.36 million fans attended the 2006 World Cup in Germany, FWC00185619, 3.18 million fans attended the 2010 World Cup in South Africa, FWC00185493, and 3.43 million fans attended the 2014 World Cup in Brazil, FWC00185671.

³² FWC00185234. Note that figures are not yet available for the 2014 World Cup Brazil.

Total	307,8	1'485,1	2'137,1	3'654,7	4'149,1
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As shown in the chart³³ above, World Cup-related revenue consistently accounts for 80 to 90% of FIFA's overall revenue. For example, FIFA's total revenue for the period of 2007 to 2010 amounted to USD 4,2 billion, with the World Cup-related revenue constituting 87% of this total.³⁴ The numbers make clear that FIFA could not cover expenses without the revenue generated by the World Cup.

4. *Selection of Hosts*

Given the prestige inherent to the FIFA World Cup, being selected as a host country brings with it a considerable attention on the world sports stage. Moreover, the economic benefits that result from hosting the final competitions of a FIFA World Cup tournament are substantial. A host country can anticipate a multi-billion dollar revenue increase from this one-month event.

Host countries also face certain demands. For example, they must ensure that their general and sports-specific infrastructure is capable of coping with the considerable challenges that result from vast numbers of spectators, athletes and administrative staff coming to a few selected locations for a very short period of time. Indeed, FIFA issues comprehensive requirements for sports-specific infrastructure requiring compliance within specific deadlines (see below).

With regard to the selection of countries as hosts of the final competitions of a FIFA World Cup tournament, the relevant rules and regulations have changed over time. For four decades until 1998, FIFA followed a pattern of alternating the hosts of FIFA World Cup tournaments between the Americas and Europe. The 2002 World Cup however marked a first change to this pattern with the host countries (South Korea and Japan) located in Asia. The 2006 FIFA World Cup was hosted by Germany in line with the custom to hold every second FIFA World Cup in Europe. By contrast, the decisions on the hosts of the 2010 and 2014 FIFA World Cup tournaments were made in accordance with a specific rotation scheme among the FIFA confederations, allowing only countries from the chosen confederation (Africa in 2010, South America in 2014) to bid to host the tournament. That rotation system was abandoned in 2007. Since that time, any country represented by a national association in FIFA may apply as host for a FIFA World Cup. The only restriction is that tournaments may not be held on the same continent, or hosted by member associations of the same confederation, on two successive occasions. FIFA Statutes Art. 76(1) (2010 edition); FIFA Statutes Art. 80(4). These principles applied to the bidding process for hosting the 2018 and 2022 World Cup

³³ FWC00186017.

³⁴ FWC00186017.

tournaments, although as discussed below, with one “informal,” yet significant, modification: the 2018 World Cup would be played in Europe.³⁵

From 1964 through the most recent selection of hosting nations in 2010, the decision on which country would host a FIFA World Cup tournament were made by the FIFA Executive Committee. Prior to that time, the FIFA Congress made the selection. In considering the proposed change it was noted in the record from that meeting:

If accepted, this will enable national associations concerned to make adequate preparations without encountering strong competition which regrettably is occurring in connection with the present campaign [Election of World Championship venue 1970, decided by 1964 Congress]. The present uncertainty causes national associations much expense to canvass for votes; puts strain on friendships of some who do not like to discriminate between the applicants particularly when both claimants have much in common; involves them in much work, worry and expense and prevents them from concentrating their efforts on more fruitful activities. The Committee feel that many of the delegates who exercise their right to vote do so without having seen the facilities which are offered by the various applicants and are therefore forced to base their choice on not wholly relevant issues. All this will be avoided if the following plan, proposed by the Executive Committee is found generally acceptable. It would be, of course, for members of the Executive Committee to satisfy themselves through personal visits to the countries selected that all the facilities and amenities available were suitable - football stadia, hotels, hostels and so on - and that financial requirements and national economy of the potential host, was satisfactory. They would also study the advisability and practicability of allocating the World Cup and Congress to Continents which hitherto have not staged them.³⁶

It appears that for the better part of a century, one venue at a time was bid; for the selection in 2010, FIFA decided to bid both the 2018 and 2022 venues simultaneously.³⁷

³⁵ See Part III(C)(7).

³⁶ FWC00185637-38.

³⁷ See Part III(C)(1).

III. OVERVIEW OF THE 2018/2022 WORLD CUP BID PROCESS

For FIFA, an inherent risk in the World Cup bidding process is its limited leverage to enforce the obligations the successful bidder undertook to perform. Whatever legal rights FIFA may have when a successful bidder fails to fulfill promises it made during the bidding process, its practical options in those circumstances are limited. World Cups preparation begins years in advance of the tournament and World Cup revenues fuel FIFA's other activities, including development programs worldwide.³⁸ Stripping hosting rights away from a successful bidder is therefore an extreme measure that risks financial catastrophe for FIFA, and by extension the many associations that rely on its support.

FIFA had those risks in mind when it designed the 2018/2022 World Cup bidding process. As described below, FIFA sought to design a process that to the extent possible could manage the risk of non-compliance with the pertinent rules.³⁹

A. Technical and Legal Requirements

1. *Entities / LOCs*

On January 15, 2009, FIFA sent out a notice inviting eligible FIFA member associations to file an expression of interest with FIFA for "either or both" of the 2018 and 2022 World Cup hosting rights.⁴⁰ The deadline for submitting an Expression of Interest form was February 2, 2009.⁴¹ Following this notice, 11 Member Associations filed such expressions of interest.⁴²

On February 16, 2009, FIFA sent a document entitled "Bid Registration" to each MA that had expressed interest in hosting the games.⁴³ The Bid Registration detailed the rules and procedures governing the Bidding Process for each interested MA.⁴⁴ Additional terms governed joint bids, such as those pursued by the Belgium-Holland MAs and the Spain-Portugal MAs.⁴⁵ Executed Bid Registration agreements were submitted to FIFA by March 16, 2009.⁴⁶

By September 18, 2009, the registered bidders were required to establish a "bid committee" in one of two forms: as a separate business unit of the bidding MA

³⁸ See Part II(B)(3).

³⁹ FWC00003862 (Bid Registration, 2.1.2).

⁴⁰ FWC00127919.

⁴¹ FWC00127920.

⁴² See Part III(C)(2).

⁴³ FWC00127920. See FWC00003851-916.

⁴⁴ FWC00003861 (Section 1.4).

⁴⁵ FWC00004020-30 (Additional Terms Applicable for Joint Bids).

⁴⁶ FWC00003865 (Section 2.1.1).

or as a separate legal entity.⁴⁷ The sole purpose of the bid committee was to participate in the World Cup bidding process on behalf of the MA, while operating separately from the MA's day-to-day operations.⁴⁸ The MAs' general resources and the resources allocated to the bidding process were therefore managed separately.⁴⁹ By December 11, 2009, every bidder established an additional legal entity known as a Local Organising Committee ("LOC").⁵⁰ The LOC's sole purpose was to run the World Cup operations in the event the bid succeeded.⁵¹ During the bidding process, the LOCs remained dormant.⁵²

2. Financing of Bid Activities

The MAs and bid committees were responsible for financing the promotion of their bids.⁵³ FIFA allowed bid committees to fund their activities from both the public and the private sector.⁵⁴ However, FIFA prohibited the use in bidding activities of funds provided by FIFA to the MA through the FIFA Financial Assistance Programme, the FIFA Development Programme, or other FIFA-funded initiatives.⁵⁵ Bid committee activities were therefore funded largely by "bid sponsors," under sponsorship agreements that, like other aspects of the bidding process, were subject to FIFA regulation and oversight. Before appointing a bid sponsor, each bid committee needed FIFA's written approval of that sponsor and of the contemplated sponsorship agreement.⁵⁶ Once the agreement was signed, bid sponsors could pledge financial and other support for the bid publicly.⁵⁷ Bid committees were allowed to solicit and receive donations from entities other than their bid sponsors, provided those donors refrained from making "public reference or statement in any form to the fact, or nature, of their donations."⁵⁸

Under the Bid Registration agreement, all activities were to be conducted in an "economically reasonable and prudent manner at all times recognising its

⁴⁷ FWC00003871-73 (Sections 4.1 and 4.2).

⁴⁸ FWC00003871-72 (Section 4.2.1).

⁴⁹ FWC00003871 (Section 4.1).

⁵⁰ FWC00003874 (Section 5.2.2).

⁵¹ FWC00003874 (Section 5.2.1).

⁵² FWC00003874 (Section 5.2.1).

⁵³ FWC00003881 (Section 8.1).

⁵⁴ FWC00003881 (Section 8.2.1).

⁵⁵ FWC00003881 (Section 8.2.3).

⁵⁶ FWC00003883 (Section 9.1).

⁵⁷ FWC00003883-84 (Section 9.1).

⁵⁸ FWC00003881 (Section 8.2.2).

responsibility to safeguard the integrity and reputation of football and complying with the FIFA Code of Ethics.”⁵⁹

Each MA was required to ensure that the bid committee established a clear accounting system and appointed an “independent and internationally recognized auditing firm” to carry out a final audit of the bid committee’s finances at the end of the Bidding Process.⁶⁰ The bid committee was to provide FIFA with a copy of this audit report within 90 days of the vote for World Cup host.⁶¹ This requirement applied to all bid teams regardless of the outcome of the vote.

3. Bid Books

The 2018/2022 bid process marked the first time that the Bidding Agreement set forth precise requirements for the “bid books” the bidders would submit. Bid books are the centerpiece of every World Cup bidder’s written proposal and are described in the Bidding Agreement as “the core element of the Bid.”⁶² Typically sleek and colorful (and expensive) publications, the books detail every facet of how the bidder plans to conduct the event, including the unique characteristics of the bidder’s “hosting concept,” the bidder’s ideas to promote football development, and specifics concerning stadiums, geography, transportation, media rights, accommodations, security, and other practical aspects of the bidder’s plan to host the World Cup.⁶³ In the Bidding Agreement, every bid committee acknowledged and agreed that “all information given, statements made, and plans and measures proposed” in its bid book “will have a binding legal character and be legally binding” not only for the bid committee, but also for the LOC and the MA, both of which would sign related agreements to be submitted along with the bid book.⁶⁴ The Bidding Agreements for the 2018/2022 bidding process thus sought to ensure that the bid books, which were due to be submitted to FIFA in May 2010, would contain more than mere empty promises.

The Bidding Agreement contains detailed instructions for each chapter of the bid book, including one on “Football Development:”

In this regard, the Bid Committee shall:

(i) describe in detail the manner in which the Bid Committee intends to ensure that the hosting and staging of the FIFA World Cup™ will contribute to the development of football in the Bidding

⁵⁹ FWC00003881 (Section 8.1).

⁶⁰ FWC00003882 (Section 8.4).

⁶¹ FWC00003882 (Section 8.4).

⁶² FWC00003927 (Section 3(i)).

⁶³ FWC00003927-41 (Section 4).

⁶⁴ FWC00003925 (Section 2.2).

Country as well as worldwide in a sustainable manner and in alignment with FIFA's permanent activities and initiatives in this field; and

(ii) describe, in concrete terms, what its intended activities are in association with the hosting and staging of the FIFA World Cup™ to contribute to the development in parts of the football family outside the elite men's game (e.g. women's, youth, grassroots and disabled football) in the Bidding Country and worldwide.⁶⁵

The plain meaning of the text cited above would require the bid team to outline what development initiatives would result if that venue were selected to host the World Cup. As will be seen below, however, this was in many cases taken as an incentive for bid teams to promote "football development" initiatives aimed at currying favor with Executive Committee members.⁶⁶

FIFA provided templates for the various agreements and guarantees bidders executed and submitted during the bid process. Among those agreements was a series of "Hosting Documents" to be executed by the MAs and annexed to the bid books, including government guarantees concerning customs and visa procedures, tax exemptions, security measures, commercial rights, and other topics; legal declarations to be signed by the national government concerning that nation's laws addressing antitrust protections, ambush marketing, public advertising regulations, no-fly zones around event venues, data-protection laws, and other subjects; guarantees from local governments of the cities proposed as hosts of World Cup games; agreements with owners and operators of the facilities proposed as World Cup venues; framework agreements for every proposed training site to be used during the World Cup; agreements with the many hotels needed to accommodate the hundreds of thousands of visitors a World Cup event would draw; and a legal opinion from a reputable attorney in that nation confirming the validity and enforceability, under the bidding country's laws, of the other agreements and guarantees submitted to FIFA.⁶⁷

Bid teams took the requirements of the contents of the bid books quite seriously. Each team submitted a professional product of significant length and cost.⁶⁸ Once the copies were filed with FIFA, they were made available to each Executive Committee member. It appears that, despite the "core" relationship to the bid's merits, few members reviewed the books.⁶⁹ Some members did take the

⁶⁵ FWC00003928-29 (Section 4).

⁶⁶ *See, e.g.*, Part V(D).

⁶⁷ FWC00003941-46.

⁶⁸ For example, preparation of Australia's bid book was estimated to have cost AUS\$4.89 million. FWC00179755.

⁶⁹ *See, e.g.*, FWC00184632-33; FWC00184239; FWC00181752; FWC00182868.

opportunity to pass the books related to other bids on to the bid team from their respective home countries.⁷⁰

4. *Evaluations*

In order to assess key elements of each bid by a neutral fact-finding body, FIFA created the “FIFA Evaluation Group for the 2018 and 2022 FIFA World Cup bids” (the “Evaluation Group”). As a result of those inspections, the Evaluation Group produced written reports that “evaluate[d] the information provided in the Bidding Documents, indicate[d] the extent to which the requirements have been fulfilled, and identify[d] potential gaps and risks in respect of FIFA’s requirements for hosting a FIFA World Cup.”⁷¹ Detailed reports for each bidder that evaluated categories of operational and legal risks were prepared and submitted to the President and the Executive Committee members on November 19, 2010.⁷²

B. Rules of Conduct

1. *FIFA Code of Ethics (“FCE”)*

The FIFA Code of Ethics applies to all football officials. FCE Art. 2. The 2006 FCE was in effect until September 1, 2009 when the 2009 FCE took effect for remainder of bidding process. FCE Art. 21 (2009 edition). Any sanctions for conduct committed before the effective date of the 2012 FCE must be based upon violations of the substantive provisions in force at the time the conduct took place and cannot be greater than those available at that time. FCE Art. 3. Accordingly, although the procedures of the current code govern this inquiry and the actions of the Investigatory Chamber and those asked to assist in establishing the facts of the case in this process, any *prima facie* case that an individual committed an ethics violation during the bidding process must also be based in part upon the relevant code in effect at the time of the alleged misconduct. FCE Art. 3.

Both the 2006 and 2009 codes contained substantive provisions prohibiting certain conduct by football officials. In the 2006 code, such provisions governed, among other things, general conduct, conflicts of interest, gifts, bribery and duty to disclose violations. *See, e.g.*, FCE Arts. 3, 8, 11, 12 and 16 (2006 edition). Likewise the 2009 code contained rules governing those same substantive areas with some modifications. The rules related to gifts did not change and continued to prohibit officials from accepting “gifts and other benefits that exceed the average relative value of local customs” or cash in any amount. *Compare* FCE Art. 11 (2006 edition) *with* FCE Art. 10 (2009 edition). The Conflicts of Interest and Bribery rules also remained unchanged. *Compare* FCE Arts. 8 and 12 (2006 edition) *with* FCE Arts. 5

⁷⁰ *See, e.g.*, FWC00184809; FWC00184527.

⁷¹ *See, e.g.*, FWC00002507 (Executive Summaries).

⁷² FWC00186093. *See, e.g.*, FWC00002511 (Executive Summaries).

and 11 (2009 edition). As a result, the substantive rules governing those areas of conduct remained essentially the same throughout the bidding process. Rules governing the conduct of officials and others required to collaborate in the present inquiry will be discussed in detail below.⁷³

Under the system in place during the bidding process, ethics complaints could only be filed by the parties designated in the Code of Ethics, including members of the FIFA Executive Committee and the Secretary General. *See, e.g.*, FCE, Procedural Regulations Art. 4 (2006 edition); FCE Art. 16 (2009 edition). In practice, complaints were generally sent to the FIFA Secretary General who would then decide whether the matter merited submission to the FIFA Ethics Committee.

2. Other Bidding Regulations

Establishing the bid committees as distinct business units or entities gave the MAs and FIFA a layer of protection from financial or legal risks stemming from the bidder's or host's activities. The separate legal status did not, however, liberate those involved with the bidding process from rules of conduct, including the FIFA Code of Ethics, applicable to other football officials, such as members of the FIFA Executive Committee and officials with the MAs.

Bidding documents vested responsibility for the bid committees' conduct not only with the Committees themselves, but also with their respective MAs. By reviewing, signing, and returning the Bid Registration submitted to FIFA in March 2009, an MA formally entered the bidding process and agreed to all "provisions, procedures, terms and requirements" the process entailed.⁷⁴ The Bid Registration laid out rules and requirements for the by-laws and internal regulations of each bid committee, ensuring that the MA has "legal ability to adequately influence, direct and control the decisions and activities of the Bid Committee with respect to the Bid."⁷⁵ Among other rules, FIFA required that the MA be the sole shareholder of the bid committee, unless local law required otherwise, and that the MA elect the majority of the bid committee's board members and chairman.⁷⁶ Because the MAs from the bidding nations were also required to sign the Bidding Agreements the bid committees submitted to FIFA in December 2009, those MAs were jointly and severally liable "for the proper performance of the Bid Committee's obligations under the Bidding Agreement."⁷⁷

Those obligations included compliance with the FIFA Code of Ethics and similar rules of conduct, as FIFA emphasized—and the MAs and Bidding

⁷³ *See* Part IV.

⁷⁴ FWC00003861 (Section 4.1).

⁷⁵ FWC00003873 (Section 4.2.3).

⁷⁶ FWC00003872 (Section 4.2.3).

⁷⁷ FWC00003871 (Section 4.2.1).

Committee acknowledged—multiple times during the bidding process. By executing the Bid Registration in March 2009, the MAs agreed with the following:

It is essential to the integrity, image and reputation of FIFA and the Competitions that the conduct of the Member Association and the Bid Committee during their Bid preparations complies with the highest standards of ethical behavior. The Member Association therefore expressly agrees to be bound by, and to comply with, the FIFA Code of Ethics in its applicable form and the provisions, procedures, terms, rules and requirements outlined in this Bid Registration. The Member Association shall also be responsible for ensuring that the Bid Committee agrees to be bound by, and complies with, the FIFA Code of Ethics in its applicable form and the provisions, procedures, terms, rules and requirements outlined in this Bid Registration.⁷⁸

While, as noted above, the Codes of Ethics applicable during the bidding process included provisions forbidding bribery, excessive gifts, conduct giving rise to actual or apparent conflicts of interest, and abusing one's position in football to further private interests, *see, e.g.*, FCE Articles 3, 8, 11-13 (2006 edition); FCE Articles 3, 5, 10-12 (2009 edition), the bidding materials reiterated those basic principles of ethical behavior. Under the Bid Registration filings, for example, the MAs and bid committees were obliged to “refrain from attempting to influence members of the FIFA Executive Committee or any other FIFA officials, in particular by offering benefits for specific behaviour,”⁷⁹ and were prohibited from giving FIFA Executive Committee members or anyone associated with them any “monetary gifts” or other “personal advantage that could give even the impression of exerting influence, or conflict of interest, either directly or indirectly, in connection with the Bidding Process.”⁸⁰ There was no requirement placed on Executive Committee members to report gifts from bid teams or their agents.

3. Declarations of Compliance

All bidders' MAs and bid committees also submitted separate but substantively identical “Declarations of Compliance” affirming the applicability of the FIFA Code of Ethics and other rules of conduct. The MAs' Declarations were submitted along with the Bid Registration materials filed in March 2009; the bid committees' Declarations followed in September 2009 with the documents proving that the bid committees had been established.

⁷⁸ FWC00003886 (Section 11.1).

⁷⁹ FWC00003886 (Section 11.2).

⁸⁰ FWC00003887 (Section 11.3).

Documents gathered in this investigation include copies of every Declaration of Compliance filed by the bid committees and their respective MAs. Those Declarations acknowledge that the FCE and other rules of conduct applied to everyone involved with the bidding process, namely, all “officials, officers, directors, employees, representatives, agents or other auxiliary persons of the Member Association and the Bid Committee established by the Member Association (**Representatives**)”.⁸¹ Moreover, by signing the Declaration the MAs and the bid committees agreed to cooperate, and to secure the cooperation of all of their Representatives, with any “audit or inquiry” conducted by the FIFA Ethics Committee.⁸²

4. Bid Circular No. 2

On March 16, 2010, FIFA issued “Bid Circular No. 2,” addressed to “the Member Associations of FIFA/Bid Committees who have expressed an interest” to host the World Cup, and addressing issues related to “rules of conduct”.⁸³ The triggering event for the release of this circular was the first meeting of the FIFA Ethics Committee under new Chairman Claudio Sulser at which monitoring of the bid process was discussed.⁸⁴ As a result, a “reminder” of the relevant rules of conduct was being sent, under the signature of the FIFA Secretary General, to the recipients of the circular:

In order to safeguard a fair, open and transparent Bidding Process, the FIFA Ethics Committee decided to remind you that the Member Associations and Bid Committees must conduct any activities in relation to the Bidding Process in full compliance with the rules of conduct set forth in Clause 11 of the Bid Registration as well as the declaration of compliance with the rules of conduct referred to in Clause 11.1 of the Bid Registration.⁸⁵

Attached was a two-page appendix detailing the governing “Rules of Conduct” found in the Bid Registration signed by representatives of each bid team. Given the importance of these rules and the fact that, in addition to being found in the registration agreements, they were reprinted and disseminated again during the process at the behest of the FIFA Ethics Committee, the appendix is printed in full below:

GENERAL PRINCIPLES

⁸¹ FWC00003915 (Bid Registration, Annexe 7).

⁸² FWC00003916 (Bid Registration, Annexe 7).

⁸³ FWC00002532-35.

⁸⁴ FWC00002532.

⁸⁵ FWC00002532.

It is essential to the integrity, image and reputation of FIFA and the Competitions that the conduct of the Member Association and the Bid Committee during their Bid preparations complies with the highest standards of ethical behaviour. The Member Association therefore expressly agrees to be bound by, and to comply with, the FIFA Code of Ethics in its applicable form and the provisions, procedures, terms, rules and requirements outlined in this Bid Registration. The Member Association shall also be responsible for ensuring that the Bid Committee agrees to be bound by, and complies with, the FIFA Code of Ethics in its applicable form and the provisions, procedures, terms, rules and requirements outlined in this Bid Registration.

Additionally, the Member Association and the Bid Committee (once established) shall sign and provide to FIFA the declaration of compliance with the rules of conduct as set out in this is Clause 11, as attached to this Bid Registration as Annexe 7 by the following deadlines at the latest:

- Member Association: 16 March 2009
- Bid Committee: 18 September 2009

ETHICAL BEHAVIOUR

The Member Association and the Bid Committee shall conduct any activities in relation to the Bidding Process in accordance with basic ethical principles such as integrity, responsibility, trustworthiness and fairness. The Member Association and the Bid Committee shall refrain from attempting to influence members of the FIFA Executive Committee or any other FIFA officials, in particular by offering benefits for specific behaviour.

The Member Association and the Bid Committee shall declare to FIFA that the contents of the Bid Book and any documents contained therein reflect the truth and are in no way misleading and shall notify FIFA of any facts or information that come to light following the submission of its Bid that may result in the contents of the Bid Book and any documents contained therein no longer reflecting the truth or being misleading.

The Member Association and the Bid Committee shall provide FIFA with all requested information in a truthful manner at all times.

GIFTS

The Member Association and the Bid Committee shall refrain, and shall ensure that each entity or individual associated or affiliated with it shall refrain, from providing to FIFA or to any representative of FIFA, to any member of the FIFA Executive Committee, the FIFA Inspection Group, FIFA consultants, or any of their respective relatives, companions, guests or nominees

- (i) any monetary gifts;
- (ii) any kind of personal advantage that could give even the impression of exerting influence, or conflict of interest, either directly or indirectly, in connection with the Bidding Process, such as at the beginning of a collaboration, whether with private persons, a company or any authorities, except for occasional gifts that are generally regarded as having symbolic or incidental value and that exclude any influence on a decision in relation to the Bidding Process; and
- (iii) any benefit, opportunity, promise, remuneration or service to any of such individuals, in connection with the Bidding Process.

STATEMENTS CONCERNING OTHER MEMBER ASSOCIATIONS

The Member Association agrees to refrain from making any written or oral statements of any kind, whether adverse or otherwise, about the bids or candidatures of any other member association which has expressed an interest in hosting and staging the Competitions. This provision shall not apply to any statements to FIFA in relation to inappropriate conduct from such other member associations.

UNFAIR COLLABORATION

The Member Association agrees to refrain from collaborating or colluding with any other member association or any other third party with a view to unfairly influencing the outcome of the Bidding Process. In particular, the Member Association and the Bid Committee are prohibited from entering into any kind of agreement with any other member association or bid committee as regards to the behaviour during the Bidding Process, and the manner in which and when a member association or bid committee bid for the Competitions or which may otherwise influence the Bidding Process.

FIFA ETHICS COMMITTEE

The Member Association acknowledges that FIFA has established the FIFA Ethics Committee as an independent judicial body which, among other responsibilities, may be requested by FIFA to examine the Bidding Process in relation to the rules of conduct as set out in this Clause 11 to ensure a fair, open and transparent Bidding Process. Upon request by the FIFA Ethics Committee, the Member Association undertakes and warrants, at its own cost, to fully cooperate with, and support any audit or inquiry conducted by, the FIFA Ethics Committee and to provide, in a timely manner, any information or document required to be disclosed.⁸⁶

At its meeting held on March 18 and 19, 2010, the FIFA Executive Committee was informed that Bid Circular Number 2, reminding each of the participants in the bidding process of the rules of conduct, had been sent.⁸⁷

C. Timeline / Summary of Key Events

1. December 2008: Decision to Select Two Hosts at Once

It appears that the 2010 World Cup vote marked the first time FIFA selected two World Cup hosts at once. Secretary General Jérôme Valcke explained to the Investigatory Chamber that he developed this idea in 2007.⁸⁸ At that time, he was concerned that the world economic crisis would negatively impact FIFA's future income, which is derived primarily from the World Cup.⁸⁹ Secretary General Valcke believed that World Cup sponsors would "use the current situation in order to argue that it's not very clear or it's not clear enough where the World Cups would be played," and would therefore "try to reduce the current price they were paying to FIFA."⁹⁰ Accordingly, he felt that selecting two host countries at once would allow these sponsors to "know the value of these markets for their business" and provide more level ground for negotiations.⁹¹

Secretary General Valcke subsequently proposed the idea to President Blatter,⁹² who, in his own interview with the Investigatory Chamber, similarly recalled the decision being a "commercial idea" in order to offer a "double package" to marketing partners.⁹³ Secretary General Valcke did not recall any discussion at

⁸⁶ FWC00002534-35.

⁸⁷ FWC00166686.

⁸⁸ FWC00182716-17.

⁸⁹ FWC00182717, FWC00182719. *See* Part II(B)(3).

⁹⁰ FWC00182718.

⁹¹ FWC00182717-18.

⁹² FWC00182717-18.

⁹³ FWC00182641.

the time of the potential for collusion, noting that they were “just thinking of the commercial side.”⁹⁴

Secretary General Valcke recalled that this dual-bidding proposal was initially rejected by the Executive Committee.⁹⁵ However, at a subsequent meeting held on October 23-24, 2008, “[t]he majority of the Executive Committee members pronounced their support, in principle, for a simultaneous decision on the hosts for the 2018 and 2022 FIFA World Cups™ and it was agreed that, following more detailed evaluation, a final decision would be made at the Executive Committee meeting in Tokyo on 19-20 December.”⁹⁶ The Executive Committee formally approved this “simultaneous bidding procedure” at its meeting in Tokyo.⁹⁷

2. 2009-Early 2010: Registration of Bidders

As discussed above, MAs were invited to submit an Expression of Interest to FIFA by February 2, 2009; those MAs that expressed such an interest were required to subsequently submit a completed Bid Registration form by March 16.⁹⁸ Although the Federación Mexicana de Fútbol Asociación A.C. submitted both an Expression of Interest and Bid Registration to FIFA, its Bid Registration was found to be deficient.⁹⁹ FIFA sent a notice to the Federación Mexicana de Fútbol Asociación A.C. on March 25, 2009, offering an extended deadline of April 3, but Mexico’s bid was subsequently terminated for failure to cure that breach.¹⁰⁰

The Football Association of Indonesia similarly submitted both an Expression of Interest and Bid Registration to FIFA, but failed to submit a duly executed Bidding Agreement by the December 11, 2009 deadline, in breach of its Bid Registration.¹⁰¹ On January 8, 2010, FIFA notified the Football Association of Indonesia of this breach and offered a 30-day cure period.¹⁰² On February 10, after this 30-day period expired, FIFA notified the Football Association of Indonesia that its bid had been terminated pursuant to Clause 12.3.1 of the Bid Registration.¹⁰³

⁹⁴ FWC00182722-23.

⁹⁵ FWC00182717, FWC00182720.

⁹⁶ FWC00166630.

⁹⁷ FWC00114147.

⁹⁸ FWC00127920.

⁹⁹ FWC00185675-76.

¹⁰⁰ FWC00185675-76.

¹⁰¹ FWC00002538-39.

¹⁰² FWC00002538-39.

¹⁰³ FWC00002536-39. *See also* FWC00166680 (minutes from March 18-19, 2010 meeting of the FIFA Executive Committee, in which the Executive Committee determined that Indonesia’s right to continue the bid was forfeited after it failed to submit “various mandatory guarantees” by the December 11, 2009 deadline).

The remaining bidders were: (1) Union Royale Belge des Sociétés de Football-Association and Koninklijke Nederlandse Voetbalbond (“Belgium/Holland 2018”) (2) The Football Association Ltd. (“England 2018”); (3) Football Union of Russia (“Russia 2018”); (4) Real Federación Española de Fútbol and Federação Portuguesa de Futebol (“Spain/Portugal 2018”); (5) U.S. Soccer Federation (“United States 2022”); (6) Football Federation Australia Limited (“Australia 2022”); (7) Japan Football Association (“Japan 2022”); (8) Korea Football Association (“Korea 2022”); and (9) Qatar Football Association (“Qatar 2022”).¹⁰⁴

3. *May 2010: Delivery of Bid Books*

On May 14, 2010, a delegation from each bid team provided their bid books to FIFA in a brief ceremony.¹⁰⁵ Later, following the FIFA Congress plenary session on June 10, 2010, a “Bidders Exhibition” took place, which was “targeted to the participants of the FIFA congress” and included “one standardized exhibition stand per bidder and an area for socializing.”¹⁰⁶

4. *June-July 2010: World Cup in South Africa*

The 2010 World Cup South Africa took place from June 11 to July 11, 2010. On April 1, 2010, Secretary General Valcke sent a letter to all bid teams requesting that they “refrain from any bid related activities in South Africa during the event period” in order to “preserve the integrity regarding to the promotion, ‘look and feel’ and the unrestricted attention of the 2010 FIFA World Cup™.”¹⁰⁷ The Secretary General referenced Clause 7.3 of the Bidding Registration, which permits FIFA to regulate promotional activities by bid countries at FIFA events.¹⁰⁸

Bid teams were, however, permitted to participate in an “Observers Programme” from June 27 to July 3, 2010, in Durban, Cap Town, and Johannesburg, South Africa.¹⁰⁹ The aim of the program was to provide bid teams with an overall understanding of how the World Cup was run.¹¹⁰

¹⁰⁴ FWC00166703-04; FWC00166714.

¹⁰⁵ *See, e.g.*, FWC00002582.

¹⁰⁶ *See, e.g.*, FWC00002583.

¹⁰⁷ *See, e.g.*, FWC00002591.

¹⁰⁸ FWC00002591-92. *See also* FWC00003880 (“The Member Association may conduct Bid promotion activities (such as the staging of exhibitions, press conferences or other promotional events or activities) at certain events related to FIFA and/or the confederations To ensure a fair and balanced Bidding Process for all bidding member associations, FIFA will inform the Member Association in writing of the occasions on which it may conduct such Bid promotion activities and of the manner and extent of those activities.”)

¹⁰⁹ FWC00002611.

¹¹⁰ FWC00002611.

5. *July 2010: Bid Circular No. 3*

On July 7, 2010, FIFA sent “Bid Circular No. 3” to the same MAs and bid committees who received Bid Circular No. 2, described above.¹¹¹ In contrast to the prior “guidance,” this communication established new reporting requirements for “contact with members of the FIFA Executive Committee and their member associations.”¹¹²

The triggering event for the new reporting requirement was purportedly events at the 2010 World Cup in South Africa, during which “members of the FIFA Executive Committee noted that various bidding associations were contacting members of the FIFA Executive Committee, either formally or informally, in relation to the relevant bids.”¹¹³

In order to better monitor these contacts and also to preserve the independence of the members of the FIFA Executive Committee in the bidding procedure, and after analysing the issue with the chairman of the FIFA Ethics Committee, we would like to inform you about a new policy we ask you to strictly respect, effective immediately. . .

. . . [E]ach and every contact and/or initiative that a bidding association (including the relevant Bid Committees) makes (be it directly or indirectly) with a member of the FIFA Executive Committee or a member association of an FIFA Executive Committee member member (be it directly or indirectly) shall be reported in advance and in writing to the secretariat to the FIFA Ethics Committee. This report shall include an explanation about the reasons for such contact as well as any other information that could have an impact on the Bidding Process.¹¹⁴

Violations of the new policy, it was noted, would lead to an investigation by the Ethics committee and possible sanctions.¹¹⁵

The new policy placed no corresponding reporting requirement on the members of the FIFA Executive Committee or their respective member associations. Nevertheless, several weeks later, Executive Committee member Chuck Blazer of CONCACAF sent an email to the FIFA Secretary General expressing his indignation over Bid Circular number 3 which he believed was “not in good taste

¹¹¹ FWC00002543-44.

¹¹² FWC00002543.

¹¹³ FWC00002543.

¹¹⁴ FWC00002543.

¹¹⁵ FWC00002544.

nor in respect of the members of the Executive Committee.”¹¹⁶ Mr. Blazer then summarized trips he planned to take to a number of bidding nations and stated: “I trust you will accept this as sufficient notice and require nothing further from the bidding countries since I do not consider their contact as a burden nor an incentive, but merely as me conducting my proper role in assessing the viability of each candidature.”¹¹⁷ This email was forwarded to a number of others at FIFA, including the secretariat to the Ethics Committee¹¹⁸ but there is no record of any response from FIFA.

6. July-October 2010: Bid Inspection Visits and Report

Harold Mayne-Nicholls, the then-President of the Chilean Football Federation,¹¹⁹ was selected as Chairman of the Evaluation Group by President Blatter.¹²⁰ Secretary General Valcke informed Mr. Mayne-Nicholls of the other team members, including Danny Jordaan (the CEO of the 2010 FIFA World Cup South Africa Organizing Committee) who was just finishing up his work as CEO of the South Africa 2010 Organising Committee,¹²¹ as well as Jürgen Müller, Wolfgang Eichler, and David Fowler, among others.¹²²

After reviewing the bid books, the Evaluation Group conducted on-site visits of each of the eleven countries involved in the bidding from July 18 through September 17, 2010.¹²³ Expenses for those trips were paid by FIFA with the exception of local transportation. Team members looked at stadia, training sites, hotels and other areas related to the criteria.¹²⁴

According Mr. Mayne-Nicholls, no one at FIFA pressured him regarding his reports: “I was free to do and write whatever I wanted.”¹²⁵

The Evaluation Group was told not to “rank” the bid teams.¹²⁶ With respect to overall operational risk, all bid venues were ranked “low risk” except for Qatar (“high risk”) and Russia (“medium risk”).¹²⁷ In the individual subcategories, the

¹¹⁶ FWC00000177-78.

¹¹⁷ FWC00000178.

¹¹⁸ FWC00000177-78.

¹¹⁹ FWC00181035.

¹²⁰ FWC00181035.

¹²¹ FWC00181035; FWC00181291; FWC00185672.

¹²² FWC00002134.

¹²³ FWC00002507.

¹²⁴ FWC00181293.

¹²⁵ FWC00181111-12.

¹²⁶ FWC00181073.

¹²⁷ FWC00002510.

only high risk grades went to Qatar for “team facilities” and Russia for “transport: airports and international connections.”¹²⁸ All legal risks were classified as low or medium, with Belgium/Holland, Japan, and the United States receiving an overall rating of medium risk and the rest of the countries classified as low risk.¹²⁹

In the cover letter to the Executive Summary, Mr. Mayne-Nicholls concluded, “[w]e feel we have accomplished our work in the spirit of integrity, objectiveness and transparency.”¹³⁰

7. *October 2010: Division of 2018 and 2022 Bidders*

During a meeting held on October 28 and 29, 2010, the Executive Committee approved an agenda attaching “Voting Procedure Guidelines,” which governed the appointment of the hosts for the 2018/2022 World Cups.¹³¹ Those guidelines stipulated that “[s]hould a European member association be appointed as the host of the 2018 FIFA World Cup in the first part of the voting procedure, no European member association shall be permitted to take part in the voting procedure for the 2022 FIFA World Cup.”¹³² According to the guidelines, the U.S. team was the only non-European bidding nation for the 2018 venue.¹³³ Once the U.S. team dropped out, a European 2018 World Cup venue would be assured, as would the absence of any European bidders for 2022. In contrast to the guidelines, however, the minutes of the October meeting listed the U.S. team as a bidder only for the 2022 World Cup.¹³⁴

In his interview with the Investigatory Chamber, President Blatter explained that there had been an agreement (although “not a . . . written[] contract”) that “every third World Cup shall come back to Europe.”¹³⁵ He stated that he convinced the bidders to let the 2018 World Cup take place in Europe and “open [the 2022 World Cup] to the world.”¹³⁶ Secretary General Valcke also recalled a discussion among Executive Committee members and President Blatter to keep a rotation system whereby every third World Cup would return to Europe.¹³⁷ He recalled that

¹²⁸ FWC00002510. Note that in its individual Bid Evaluation Report for Qatar, the Evaluation Group noted that “Qatar would present very hot weather conditions during the tournament period, with average temperatures seldom falling below 37°C during the afternoon and seldom below 31°C during the evening.” FWC00002387-88.

¹²⁹ FWC00002511.

¹³⁰ FWC00002507.

¹³¹ FWC00166710; FWC00166702-07.

¹³² FWC00166704.

¹³³ FWC00166703.

¹³⁴ FWC00166714.

¹³⁵ FWC00182644.

¹³⁶ FWC00182645.

¹³⁷ FWC00182721.

this was an “understanding between all Confederations” and that “[t]here was no objection” from the non-European bidders.¹³⁸

8. October-November 2010: Ethics Committee Proceedings and Suspensions

On November 17, 2010, the FIFA Ethics Committee issued decisions finding that Executive Committee members Amos Adamu and Reynald Temarii had violated various provisions of the FCE based on their conduct at recent meetings with undercover reporters from the Sunday Times.¹³⁹ Over the course of August, September, and October 2010, these reporters had posed as employees of the fictional company “Franklin Jones,” which they described in meetings with certain football officials as a London-based public relations firm representing a consortium of American businesses in order to lobby for the U.S. World Cup bid.¹⁴⁰ The reporters secretly recorded conversations with Messrs. Adamu and Temarii, as well as CAF Executive Committee members Slim Aloulou and Amadou Diakite, CAF Honorary Member Ismail Bhamjee, and OFC Executive Committee member Ahongalu Fusimalohi.¹⁴¹ During individual meetings with Messrs. Adamu and Temarii, the undercover reporters offered financial investments in football development projects in the officials’ home countries and confederations in exchange for their vote for the U.S. to host the 2022 FIFA World Cup.¹⁴²

On October 17, 2010, the Sunday Times published two articles describing its “sting” of these officials.¹⁴³ In the following days, the FIFA Ethics Committee opened proceedings against the accused officials and provisionally suspended them from football-related activities.¹⁴⁴ Mr. Adamu was ultimately found to have violated FCE Art. 3(1), (2), and (3) (General rules), Art. 9(1) (Loyalty), and Art. 11(1) (Bribery); he was banned from taking part in any football-related activity at national and international level (administrative, sports or any other) for a period of three years beginning October 20, 2010.¹⁴⁵ Mr. Temarii was found to have violated FCE Art. 3(1) and (2) and Art. 9(1), and was banned from football for a period of one

¹³⁸ FWC00182721.

¹³⁹ FWC00171444-81; FWC00172270-99.

¹⁴⁰ FWC00171736.

¹⁴¹ FWC00185966-70.

¹⁴² FWC00185966-70.

¹⁴³ FWC00185971-72; FWC00185966-70.

¹⁴⁴ FWC00171447; FWC00171653; FWC00171736-37; FWC00171835; FWC00172079; FWC00172272-73.

¹⁴⁵ FWC00171480.

year from October 20, 2010.¹⁴⁶ Appeals by these two officials were later dismissed.¹⁴⁷

9. November 19, 2010: Executive Committee Meeting

At the Executive Committee meeting held November 19, 2010, President Blatter addressed the attending members (Messrs. Warner and Anouma were listed as “Excused,” while Messrs. Temarii and Adamu were labeled as “Banned”) about the upcoming vote for hosting rights. According to the minutes of the meeting:

In view of the importance of the FIFA World Cup™, the President reminded the members of the responsibility that rested on their shoulders. He said that the FIFA Executive Committee was the government of FIFA, but that while other governments were generally either elected by the same body as the president or the president appointed his own ministers, the government of FIFA was elected by the confederationswith the exception of the President, who was elected by Congress. This meant that there was not always a unity of opinion or doctrine among the members of the Executive Committee. Therefore the members of the Executive Committee formed an independent government and the FIFA President could not indicate where the FIFA World Cup™ should be held. With this in mind, the FIFA President appealed to the members’ institutional responsibility towards FIFA and the FIFA World Cup™ in the run-up to the vote on 2 December, which should take precedence over any personal responsibility or wishes.¹⁴⁸

President Blatter later described his remarks at this meeting as “a call to order.”¹⁴⁹

This appeal to the duty of loyalty of the FIFA Executive Committee members came on the heels of the Sunday Times sting and the suspension of Adamu and Temarii for, among other violations, conflict of interest. Those suspensions were also discussed at the meeting and the President noted that six football officials had been sanctioned for violating the FCE.¹⁵⁰ According to the official minutes, “[i]n

¹⁴⁶ FWC00172298.

¹⁴⁷ FWC00171482-529; FWC00171576-47; FWC00172300-28. Messrs. Aloulou, Bhamjee, Diakite, and Fusimalohi were each also found to have violated certain provisions of the FCE, and were subjected to sanctions. FWC00171688; FWC00171691-93; FWC00171770; FWC00171880; FWC00171882-916; FWC00172074; FWC00172076-118; FWC00172187-269.

¹⁴⁸ FWC00166723-24.

¹⁴⁹ FWC00182650.

¹⁵⁰ FWC00166724.

response to a number of questions on this issue, the FIFA President and Director of Legal Affairs confirmed that in accordance with art. 17 of the FIFA Code of Ethics....the Ethics Committee has the right to ban officials from any football-related activity.”¹⁵¹ With respect to replacing the banned Executive Committee members, the President explained “that this would only be possible once the decisions taken by the FIFA Ethics Committee became final and binding...[and i]f the Executive Committee members in question decided not to appeal against their sanctions, they would be immediately replaced by their relevant confederation; if they decided to appeal, there would be no immediate replacement and only 22 Executive Committee members would be eligible to vote” in December.¹⁵² Given Temarii’s public position that, as directed by the OFC, he would vote for Australia to host the 2022 World Cup and England for 2018, this last point would have significant consequences.¹⁵³

At this same meeting, Harold Mayne-Nicholls, Chairman of the Evaluation Group, gave a “brief summary of the inspection tour and the process of compiling the bid evaluation reports.”¹⁵⁴

Near the end of the meeting minutes, the Secretary General “informed the members of results of a report on the commercial aspects of each bid which had been commissioned from the external consultancy firm McKinsey, and mentioned that all the members would receive a comprehensive set of reports, including a security report, which had been provided by an independent security company.”¹⁵⁵

Other than the aforementioned topics, there is no reference in the minutes to any questions or discussions by the members of any of the topics related to the vote for the World Cup scheduled to take place in less than two weeks.

According to FIFA, the McKinsey Report and the Security Report were never given to Executive Committee members, although the results of the McKinsey Report were incorporated into the Evaluation Group’s reports.¹⁵⁶ The McKinsey Report assesses the commercial aspects of each bid in some detail.¹⁵⁷

The Security Report, dated November 15, 2010, contains no identifying information about the author; it is unsigned.¹⁵⁸ Under “Terms of Reference,” it

¹⁵¹ FWC00166724.

¹⁵² FWC00166724.

¹⁵³ *See* Part X(G)(3).

¹⁵⁴ FWC00166724.

¹⁵⁵ FWC00166724-25.

¹⁵⁶ FWC00185993.

¹⁵⁷ FWC00185458-91.

¹⁵⁸ FWC00185570-92.

recounts a discussion with FIFA Security Director Chris Eaton on November 11, 2010, during which “a need was expressed to perform a risk assessment re the ‘structural vulnerability of each bidding nation or joint-nations to terrorist attacks’.”¹⁵⁹ In addition, it was noted that Jürgen Müller of FIFA informed the author(s) that the Secretary General wanted to inform the EXCO on general risk factors as far as the security of bidding countries is concerned.”¹⁶⁰ The report was completed in two or three days based upon limited information, leading to an “alternative approach.”¹⁶¹ Each bid venue was ultimately assigned a rating ranging from “Low” (terrorism may have no or a limited impact on the event) to “High” (terrorism may have a major impact on the event leading to cancellation).¹⁶² Although there is a representation that “[i]n view of the discussion with Mr. Eaton on 11 November 2010 only the bidding countries for the 2022 FIFA World Cup will receive attention,”¹⁶³ all nine bid venues were in fact analyzed. Eight bid teams were given ratings in the “low” to “moderate” range;¹⁶⁴ Qatar was assigned a “high” risk rating.¹⁶⁵

10. December 1-2, 2010: Final Presentations and Vote

An Executive Committee meeting was held in Zurich on December 1, 2010.¹⁶⁶ The record reflects that “only 22 members were present at the meeting and eligible to vote to vote on the hosting of the 2018 and 2022 World Cups” as Messrs, Adamu and Temarii had been banned from all football-related activity by the Executive Committee.¹⁶⁷ The President added that “it was not possible to replace these members because they were currently appealing the Ethics Committee’s decision.”¹⁶⁸ The only other mention of any discussion related to the upcoming vote was a notation that the Holland/Belgium bid had filed certain documents so that the members “took note that contrary to the findings of the bid evaluation report, the Bid Committee had now fully complied with the requirements” regarding certain agreements.¹⁶⁹ There is no record of any discussion of other concerns related to risk factors identified in the bid evaluation reports.

¹⁵⁹ FWC00185571.

¹⁶⁰ FWC00185572.

¹⁶¹ FWC0185572-74.

¹⁶² FWC00185574.

¹⁶³ FWC00185574.

¹⁶⁴ FWC00185575-86; FWC00185589-92.

¹⁶⁵ FWC00185588.

¹⁶⁶ FWC00166726-32.

¹⁶⁷ FWC00166727.

¹⁶⁸ FWC00166727.

¹⁶⁹ FWC00166729.

The minutes do note that the members agreed that “after the ballot to determine the host of the 2018 World Cup had taken place, they would not be informed of the result but would instead proceed directly to the ballot on the 2022 World Cup.”¹⁷⁰

The vote took place on December 2, 2010, using an “exhaustive balloting” procedure.¹⁷¹ The vote for the 2018 World Cup took place first, and was immediately followed by the vote for the 2022 World Cup.¹⁷² According to the Voting Procedure Guidelines approved of by the Executive Committee at its October 28-29, 2010 meeting,¹⁷³ Executive Committee members were called individually to a voting booth, where they each submitted a ballot paper.¹⁷⁴ If, after all votes were counted, no bidder received an absolute majority (50%+1) of votes, the bid country that obtained the fewest number of votes was eliminated.¹⁷⁵ This proceeded until an absolute majority was reached.¹⁷⁶

2018 Bidders: England, Belgium/Holland, Spain/Portugal, **Russia**

Round 1: England 2; Belgium/Holland 4; Spain/Portugal 7; Russia 9

Round 2: Belgium/Holland 2; Spain/Portugal 7; **Russia 13**

2022 Bidders: Australia, Japan, Korea, USA, **Qatar**

Round 1: Australia 1; Japan 3; Korea 4; Qatar 11; USA 3

Round 2: Japan 2; Korea 5; Qatar 10; USA 5

Round 3: Korea 5; Qatar 11; USA 6

Round 4: **Qatar 14**; USA 8

After two rounds of voting, Russia received an absolute majority of votes for the 2018 World Cup; after four rounds, Qatar received an absolute majority of votes

¹⁷⁰ FWC00166729.

¹⁷¹ FWC00166703; FWC00173354.

¹⁷² FWC00166704.

¹⁷³ FWC00166710; FWC00166702-07.

¹⁷⁴ FWC00166704.

¹⁷⁵ FWC00166705.

¹⁷⁶ FWC00166705.

for the 2022 World Cup.¹⁷⁷ The two winners—as well as the tallies for each round of the 2018 and 2022 World Cup votes—were announced publicly that day.¹⁷⁸

IV. COOPERATION

As noted above, the Chair of the Investigatory Chamber decided to expand the inquiry to look at the bidding process—events and circumstances that encompassed conduct by a wide range of individuals. Given the scope of the issues involved, and the need for detailed information about the process and specific allegations, it was critical to the investigation to secure the cooperation of the participants to the extent possible. This section examines the cooperation requirement and assesses the quality of the responses by certain key entities and individuals involved.

A. Overview of the Cooperation Requirement

1. *Reform Process and the Stronger Code of Ethics*

In 2011, amid high-profile allegations of misconduct, increased public scrutiny, and internal dissatisfaction with its governance structures, FIFA subjected itself to a rigorous reform process. FIFA asked Professor Mark Pieth of the University of Basel to find and establish a group of “independent governance experts and stakeholder representatives” to oversee the process. The newly formed oversight body was named the Independent Governance Committee, or IGC.¹⁷⁹

The IGC examined ways FIFA could improve its governance structure to support its goals of “transparency, accountability, professionalism, and independence.”¹⁸⁰ One of the areas the IGC scrutinized was FIFA’s handling of past misconduct. The procedures FIFA had been using, the IGC concluded, were “insufficient to meet the challenges of a major global sport governing body.”¹⁸¹ In particular, the IGC noted the lack of a “proactive and systematic investigation of allegations” into past misconduct.¹⁸² The revisions incorporated into the 2012 FCE sought to remedy those issues. A specific goal of the 2012 FCE was to “strengthen[]” the Ethics Committee’s “investigative role.”¹⁸³

Perhaps the most important step forward to emerge from the FIFA reform process was the adoption, in July 2012, of a revised Code of Ethics. Key to that new

¹⁷⁷ FWC00173354.

¹⁷⁸ FWC00173354.

¹⁷⁹ See FWC00185518.

¹⁸⁰ FWC00185516.

¹⁸¹ FWC00185517.

¹⁸² FWC00185517.

¹⁸³ FWC00185520.

and more robust code—and to strengthening the investigative role of the Ethics Committee—are the provisions requiring cooperation from all “football officials”:

At the request of the Ethics Committee, the persons bound by this Code are obliged to contribute to establishing the facts of the case and, especially, to provide written or oral information as witnesses. A failure to cooperate may lead to sanction in accordance with this Code.

Witnesses are obliged to tell the absolute and whole truth and to answer the questions put to them to the best of their knowledge and judgement.

FCE Art. 42(1) and (2). These provisions provide the Ethics Committee with a tool to investigate and prosecute misconduct that was unavailable under the 2009 or any previous FCE editions.

What is now Article 18(2) was also strengthened considerably. The previous version, Article 14(2) of the 2009 FCE, stated that “[t]he persons implicated shall, upon request, report to the body responsible and, in particular, declare details of their income and provide the evidence requested for inspection.” In contrast, Article 18(2) of the current FCE applies not merely to “the persons implicated,” but to all “persons bound by this Code”; it requires not just “declar[ing] details of their income and provid[ing] the evidence requested for inspection,” but also “clarifying the facts of the case or clarifying possible breaches”; and it refers not merely to some “body responsible” for making these requests, but rather identifies the “Ethics Committee” as the body whose requests trigger the provision’s express requirements.

Football officials must also adhere to the “General Rules of Conduct” that inform all their actions, including their cooperation with the Ethics Committee. *See* FCE Art. 13. Those rules require officials to be “aware of the importance of their duties and concomitant obligations and responsibilities”; “to respect all applicable laws and regulations as well as FIFA’s regulatory framework”; and to “show commitment to an ethical attitude” while behaving “in a dignified manner and act[ing] with complete credibility and integrity.” FCE Art. 13(1), (2), and (3).

These standards and obligations are imposed on all officials so that FIFA can meet its “special responsibility to safeguard the integrity and reputation of football worldwide.” FCE Preamble.

On May 25, 2012, the FIFA Congress in Budapest approved (by a majority of 96%) amendments to the FIFA Statutes, and mandated that the Executive

Committee hold an extraordinary meeting to adopt the proposed FCE.¹⁸⁴ The Executive Committee did so on July 17, 2012. *See* FCE Art. 88.

The prospect of sanctions is a powerful incentive to cooperate. In the two years since the adoption of the 2012 FCE, it has been made clear that failure to do so will have consequences.¹⁸⁵

2. Additional Cooperation Requirements Applicable to the Bidding Process

In addition to imposing substantive ethical rules (for example, restrictions on collusion and the denigration of other bids) as noted above, the bidding contracts and agreements signed by each organization participating in the 2018 and 2022 World Cup bidding process required cooperation with the FIFA Ethics Committee. Every participant acknowledged the potential role of the FIFA Ethics Committee in a potential investigation of the process,¹⁸⁶ and also agreed:

Upon request by the FIFA Ethics Committee, the Member Association undertakes and warrants, at its own cost, to fully cooperate with, and support any audit or inquiry conducted by, the FIFA Ethics Committee and to provide, in a timely manner, any information or document required to be disclosed.¹⁸⁷

Further, “Annexe 7” to the Bid Registration, titled “Declaration of Compliance with the Rules of Conduct for the Member Association and the Bid Committee,” provided that each signatory organization was “bound by, and shall comply with, the FIFA Code of Ethics in its applicable form” as well as the specific rules of conduct set out in the Annexe. Those rules included the following:

Upon request by the FIFA Ethics Committee or by FIFA, the [Member Association/Bid Committee] undertakes and warrants to, and ensures that its Representatives shall, at the [Member Association’s/Bid Committee’s] own cost, fully cooperate with, and support, any audit or inquiry conducted by, the FIFA Ethics

¹⁸⁴ *See* FWC00185310-11.

¹⁸⁵ *See, e.g.*, Decision of the FIFA Appeal Committee in the Case of Mr Vernon Manilal Fernando, Ref. No. 120611, ¶ 121 (noting, in its decision imposing a lifetime ban on former FIFA Executive Committee member Vernon Manilal Fernando, that “a person bound by the FCE may be sanctioned for breaches of a provision obliging him to cooperate in ethics proceedings and, in particular, that a witness can be sanctioned in any case for not telling the truth as he or she is clearly obliged to do”).

¹⁸⁶ *See* FWC00003887 (Bid Registration, Section 11.6).

¹⁸⁷ FWC00003888 (Bid Registration, Section 11.6).

Committee and to provide, in a timely manner, any information or document required to be disclosed.¹⁸⁸

All annexes survived the termination or expiration of the Bid Registration.¹⁸⁹

By reviewing, signing, and returning the Bid Registration submitted to FIFA in March 2009, a signatory formally entered the bidding process and agreed to all “provisions, procedures, terms and requirements” the process entailed.¹⁹⁰ By executing the Bid Registration in March 2009, the MAs agreed with the following:

It is essential to the integrity, image and reputation of FIFA and the Competitions that the conduct of the Member Association and the Bid Committee during their Bid preparations complies with the highest standards of ethical behaviour. The Member Association therefore expressly agrees to be bound by, and to comply with, the FIFA Code of Ethics in its applicable form and the provisions, procedures, terms, rules and requirements outlined in this Bid Registration. The Member Association shall also be responsible for ensuring that the Bid Committee agrees to be bound by, and complies with, the FIFA Code of Ethics in its applicable form and the provisions, procedures, terms, rules and requirements outlined in this Bid Registration.¹⁹¹

These provisions were so central to the integrity of the bidding process that, as noted above, in March 2010, the Chair of the Ethics Committee, Claudio Sulser, issued a reminder about those rules in the form of bid circular addressed to “Member Associations of FIFA/Bid Committees who have expressed an interest regarding the hosting and staging of the 2018 and/or 2022 FIFA World Cup.”¹⁹²

This circular was issued via a letter signed by the FIFA Secretary General.¹⁹³

Clearly, both as participants in a bidding process governed by agreements with unambiguous cooperation provisions and as football officials subject to the FCE, bid teams, related member associations, and representatives of both were required to assist this inquiry.

3. Limitations on the Investigatory Chamber’s Power to Compel

¹⁸⁸ FWC00003916.

¹⁸⁹ See FWC00003889 (Section 12.3.3).

¹⁹⁰ FWC00003861 (Section 1.4).

¹⁹¹ FWC00003886 (Section 11.1).

¹⁹² FWC00002532.

¹⁹³ See FWC00002533.

It must also be noted, however, that the Investigatory Chamber has no subpoena power. Third-party cooperation is always voluntary; the Investigatory Chamber requested such cooperation during this inquiry whenever deemed necessary. Moreover, even as to those bound by the FCE and other contractual agreements to cooperate, good faith in meeting those obligations is essential to the Ethics Committee's work.¹⁹⁴

Given the critical importance of cooperation to the success of any investigation by the FIFA Ethics Committee, and the magnitude of the specific issues addressed in this inquiry, this section will assess the cooperation of those asked to collaborate in establishing the facts of the case.

B. Cooperation of Executive Committee Members

The Investigatory Chamber sought to interview all 24 Executive Committee members who were expected to vote in December 2010 (including the two who were suspended prior to the voting).

1. Current Executive Committee Members

All Executive Committee members who voted for the 2018/22 venues and remain on the Executive Committee either interviewed with representatives of the Investigatory Chamber or submitted answers to written questions. Unfortunately, in two cases this was done only after the individuals initially refused to be interviewed, as the following subsections explain.

a. Ángel María Villar Llona

On March 20, 2014, Mr. Villar Llona appeared for an interview that had been previously arranged through his assistant.¹⁹⁵ As conveyed to Mr. Villar Llona in the Investigatory Chamber's initial meeting request, the purpose of the interview was to establish facts pertaining to its investigation into the 2018 and 2022 World Cup bidding process.¹⁹⁶ Mr. Villar Llona was accompanied by counsel. A qualified Spanish interpreter was also present. Mr. Villar Llona, whose FIFA biography identifies him as a lawyer,¹⁹⁷ has an extensive background in football, including 17

¹⁹⁴ See, e.g., Decision of the FIFA Appeal Committee in the Case of Mr Vernon Manilal Fernando, Ref. No. 120611, ¶ 115 (“[T]he FIFA Ethics Committee is not granted such wide power of investigation [such as search warrants] and is dependent on the cooperation and collaboration of the persons involved.”)

¹⁹⁵ See FWC00185313.

¹⁹⁶ See FWC00185313

¹⁹⁷ See FWC00185884.

years on the FIFA Executive Committee, where he serves as Chair of the Legal Committee.¹⁹⁸

The Legal Committee's role is to "analyze basic legal issues relating to football and the evolution of the Statutes and regulations of FIFA, the Confederations and Members." FIFA Statutes Art. 55. Among other duties, it is specifically assigned "to monitor the evolution of FIFA Statutes and regulations and to propose suitable amendments to the FIFA Executive Committee." FIFA Organisation Regulations Art. 6.2.2(b). The latter responsibility includes proposals for amendments to the FIFA Code of Ethics, and in fact Mr. Villar Llona was the Chair of the Legal Committee when it advised the Executive Committee on the revisions that became the 2012 FCE.¹⁹⁹ The Chair of the Legal Committee is designated by the Executive Committee and serves a term of four years; there are no term limits. FIFA Statutes Art. 34(2) and (3).

Mr. Villar Llona apparently came to the meeting to make two demands: (1) to know who had initiated this investigation; and (2) to have the Chair of the Investigatory Chamber recuse himself from this inquiry. He was not willing to discuss the facts and circumstances of the case.

Mr. Villar Llona issued the first demand, regarding the source of the inquiry, almost immediately, before the Investigatory Chamber asked a single question:

But you will have to understand the following: I want to know, as a witness, who started this investigation. Was it you, Mr. Garcia? Was it FIFA? Was it the President? General Secretary? Executive Committee? Congress? The media? I have the right and before I answer anything, I need to know where this hails from. So this is what I want to know.²⁰⁰

The Chair attempted to explain to Mr. Villar Llona that a media outlet had contacted FIFA with a specific allegation and that allegation had been referred to the Investigatory Chamber pursuant to the FCE.²⁰¹ Mr. Villar Llona was not satisfied: "I want to know who gave order to whoever staff member handed you the documents. I need to know who's behind all this."²⁰² Later, he stated: "I want to know who handed you the file. If any staff member handing you the file will not act

¹⁹⁸ See FWC00181895.

¹⁹⁹ See FWC00114233.

²⁰⁰ FWC00181896.

²⁰¹ See FWC00181897-99; see also Part I(A).

²⁰² FWC00181903.

on his own behalf.”²⁰³ He also stated: “So I will leave this meeting and this interview without knowing who asked me? Well, you really have balls.”²⁰⁴

Eventually, Mr. Villar Llona turned to his second demand—one he claimed to issue in his role as Chair of the Legal Committee—namely, that the the Investigatory Chamber Chair, a United States national, be removed from this investigation because the United States bid to host the 2022 World Cup.²⁰⁵

Mr. Villar Llona stated:

[Y]ou cannot investigate this case. And for your own good, I’m telling you right here. So in this case, I’m asking you and I’m saying this right here that you designate someone else for this investigation, because I will recuse you otherwise. . . . So, if it moves, if it keeps on moving on, I will have to talk to other people. But I will recuse you because your country is involved, the interests of your country.²⁰⁶

The Chair of the Investigatory Chamber reminded Mr. Villar Llona that, as announced publicly in October 2013, he had already recused himself from all issues involving the United States bid team and the Russian bid team in order to avoid any appearance of conflict.²⁰⁷ Mr. Villar Llona nevertheless insisted, “If you don’t resign, I will have to recuse you, and I wouldn’t like to do that.”²⁰⁸ Several times, Mr. Villar Llona made statements to the effect that the Chair of the Investigatory Chamber should accede to this demand because it was in his “best interests as well, personally”²⁰⁹ and for his “own good.”²¹⁰ Mr. Villar Llona then said he was terminating the interview and would “cooperate” in the future if his recusal effort failed.²¹¹

Mr. Villar Llona’s conduct was striking on a number of fronts.

First, while the quoted language above somewhat reflects the inappropriate tone of his remarks, only by listening to the audio record of the interview can the truly disturbing nature of Mr. Villar Llona’s conduct be fully appreciated. At one

²⁰³ FWC00181908.

²⁰⁴ FWC00181908.

²⁰⁵ *See* FWC00181910.

²⁰⁶ FWC00181910.

²⁰⁷ *See* FWC00181912; FWC00185594.

²⁰⁸ FWC00181917.

²⁰⁹ FWC00181909.

²¹⁰ FWC00181917.

²¹¹ FWC00181917.

point, the Chair of the Investigatory Chamber had to urge Mr. Villar Llona to “Please calm down. Please.”²¹²

Second, Mr. Villar Llona’s demand to know the identity of the person who had given the file to the Ethics Committee was improper. The demand was made not in response to a specific allegation made against Mr. Villar Llona, but rather in response to the mere existence of the Investigatory Chamber’s inquiry into the bidding process. It was also made without regard to whether anonymity protections the FCE affords sources of information in certain circumstances, *see* FCE Arts. 47 and 48, were applicable. As the Chair of the FIFA Legal Committee during the reform process that led to the 2012 FCE, and as a member of the FIFA Executive Committee that voted to adopt that Code, Mr. Villar Llona was well aware that the Investigatory Chamber has full authority to open cases “on its own initiative and ex officio at its full and independent discretion.” FCE Art. 28(1).

Lastly, Mr. Villar Llona’s demand that the Chair of the Investigatory Chamber recuse himself—made not pursuant to the procedures the FCE sets forth for filing such objections, but rather in the manner described above during what had been agreed would be an interview to help establish the facts of the case—was inappropriate. Again, Mr. Villar Llona was well aware of the Code of Ethics provision governing recusal:

“An objection against a member of the Ethics Committee believed to be biased must be submitted within five days following the identification of the grounds for non-participation, failing which, such objection shall be deemed waived.” FCE Art. 35(4). Mr. Villar Llona made no objection when, in November 2012, FIFA referred the accusations surrounding the Legends Dinner to the Chair of the Investigatory Chamber.²¹³ Nor did Mr. Villar Llona raise any objection in October 2013 when the Chair publicly announced his recusal from any role in issues involving the bid teams from the United States and Russia.²¹⁴

Moreover, despite his insistence to the contrary, the Chair of the FIFA Legal Committee does not have unilateral authority to recuse the independent Chair of the FIFA Ethics Committee’s Investigatory Chamber from any inquiry. *See* FCE Art. 35(5); FIFA Statutes Art. 55; FIFA Organisation Regulations Art. 6.2.2.

Several days later, on March 24, 2014, Mr. Villar Llona sent the Chair of the Investigatory Chamber a letter, written in a noticeably more conciliatory tone, reiterating his request for information about the initiation of the inquiry and seeking the Chair’s recusal.²¹⁵ The letter recast Mr. Villar Llona’s statements

²¹² FWC00181907. The audio recording is specifically made part of the record here.

²¹³ *See* Part I(A); FWC00173987-90.

²¹⁴ *See* FWC00185594.

²¹⁵ *See* FWC00185318-19.

during the interview as a “humble” petition to clarify issues, rather than a confrontational attempt to interfere with the process.²¹⁶ Specifically, Mr. Villar Llona again raised the issue of the Chair’s nationality, and what he now described as the Chair’s “special situation with the Russian foreign authorities” as the basis for the recusal request.²¹⁷ He gave every assurance of being eager to cooperate should his “specific request” be denied.²¹⁸ Mr. Villar Llona also asserted that it had been made clear to him that the Chair was “personally leading this investigation,”²¹⁹ ignoring the explicit representation made to him at his interview that both the Investigatory Chamber’s Chair and the Deputy Chair (a Swiss national who was also present throughout Mr. Villar Llona’s interview) would be leading the inquiry.²²⁰ While it cited a number of citations to FCE provisions, the letter from the “Chair of the Legal Committee” contained no discussion of the proper procedure for making a legitimate challenge to the impartiality of a member of the chamber.

Mr. Villar Llona also sought to recast the discussion related to his inappropriate demands regarding the origin of the inquiry, stating, “I was expressly told that I cannot be informed of whether this investigation has been initiated at the discretion of the Investigatory Chamber or as a consequence of a complaint from a third party, nor of the facts that support it.”²²¹ This was not accurate. As described above, the interviewers attempted to explain the origin of the inquiry by essentially providing the facts described in Part I(A) above.²²²

On April 14, 2014, the Investigatory Chamber sent written questions to Mr. Villar Llona, noting that this step was necessary because although “we previously arranged for you to provide information to us orally in response to questions posed during an interview, when we met with you in person in Zurich as scheduled on 20 March 2014, you were unwilling to answer our questions at that time.”²²³

Two weeks later, Mr. Villar Llona submitted his answers in writing with a cover letter that stated:

I am pleased to attach responses to the questions that were put to me on April 14, 2014 within the context of the FIFA Ethics Committee investigation into the World Cup candidature process,

²¹⁶ See FWC00185319.

²¹⁷ FWC00185318-19.

²¹⁸ FWC00185319.

²¹⁹ FWC00185318.

²²⁰ See, e.g., FWC00181899.

²²¹ FWC00185319.

²²² See, e.g., FWC00181897-99.

²²³ FWC00185320; FWC00173335.

and I am entirely at your disposal in the event that you require any comment on, or clarification of, the same. *As ever, I send my kind regards*, and reiterate my total and absolute commitment to collaborate with the FIFA Ethics Committee.²²⁴

Whether Mr. Villar Llona’s conduct in Zurich was intended to intimidate the interviewers and to frustrate this inquiry must be further considered. His questions about “who” initiated the case suggest an improper motive to identify the source of any complaint. His comments regarding his intention to “recuse” the independent Chair of the Investigatory Chamber were inappropriate, especially in light of his role as FIFA Vice President and Chair of the FIFA Legal Committee. Moreover, his tone and manner were deeply disturbing, as the audio recording of the interview—which is in the record and which the Investigatory Chamber strongly recommends that the Adjudicatory Chamber review—makes evident.

In sum, these facts establish a prima facie case that Mr. Villar Llona violated FCE Article 13(1)-(3) (“General rules of conduct”), which states that persons bound by the FCE “are expected to be aware of the importance of their duties and concomitant obligations and responsibilities,” “are obliged to respect all applicable laws and regulations as well as FIFA’s regulatory framework,” “shall show commitment to an ethical attitude,” and “shall behave in a dignified manner and act with complete credibility and integrity”; Article 18(2) (“Duty of disclosure, cooperation and reporting”); and Article 42 (“General obligation to collaborate”).

Accordingly, formal investigatory proceedings will be opened against Mr. Villar Llona and the Investigatory Chamber will follow up appropriately. *See* FCE Art. 28(3) and (4). Mr. Villar Llona’s subsequent written responses to questions from the Investigatory Chamber will be considered in that inquiry as a potential mitigating factor. *See* FCE Art. 28(4).

*b. Julio Grondona*²²⁵

On March 17, 2014, by prior arrangement with his Mr. Grondona’s assistant,²²⁶ the Investigatory Chamber attempted to interview Mr. Grondona at FIFA Headquarters in Zurich. As conveyed to Mr. Grondona in the Investigatory

²²⁴ FWC00185545 (emphasis added).

²²⁵ Julio Grondona died on July 30, 2014. The Investigatory Chamber considered whether his death warranted the revision or removal of sections in this report that address issues related to his conduct. Given Mr. Grondona’s status as the Senior Vice President of FIFA, the need to thoroughly address certain issues regarding FIFA Executive Committee members, and the importance of explaining the bases of this Report’s findings and recommendations, the Investigatory Chamber determined that full discussion of Mr. Grondona’s conduct both during the bidding process and in response to this investigation is appropriate. This decision was in no way intended to be disrespectful toward Mr. Grondona’s memory.

²²⁶ *See* FWC00185314.

Chamber's initial meeting request, the purpose of the interview was to establish facts pertaining to its investigation into the 2018 and 2022 World Cup bidding process.²²⁷ Mr. Grondona was accompanied by his assistant, who was allowed to remain for the duration of the interview. AA qualified Spanish interpreter was also present.

At the time of the interview, Mr. Grondona was the Senior Vice President of FIFA and Chair of the Finance Committee and he had been a member of the Executive Committee for more than a quarter-century.

The "interview" began with Mr. Grondona challenging the "grounds" upon which the investigation was based: "[I]f you weren't accepting what the media are saying then we wouldn't be sitting here today, would we?"²²⁸ Despite being reassured numerous times that no allegation, whatever the source, had been accepted as true and that this interview, as with all interviews, was aimed at establishing what had as well as what had not taken place,²²⁹ Mr. Grondona returned to this theme numerous times.²³⁰

From the outset, Mr. Grondona displayed a marked unwillingness to answer questions or even to acknowledge the right of the independent Chair and Deputy

²²⁷ See FWC00185314.

²²⁸ FWC00181364.

²²⁹ See, e.g., FWC00181364 ("**Michael Garcia**: . . . [W]e do not accept what the media says as true."); FWC00181364 ("**Michael Garcia**: I listen to all allegations and my job is to look at what the facts are, not to accept the allegations as true."); FWC00181387-88 ("**Michael Garcia**: . . . [W]hat I'm investigating is simply to try to look at the process and where things aren't true to be able to report that this didn't happen and where they are true to report that this is what happened. And so where people make or have these beliefs that this process they've gone through wasn't fair, if they believe that, this is your opportunity to help educate me to tell me your view and what happened and that's helpful for me. I sense that you feel, and I hope you do not, that this is an accusation or in some way disrespectful and I assure you it's not. All this is is a review to try to see what happened and to answer some of the questions that have been raised by the media or by bid teams or by whomever. The answer may be, 'That didn't happen. That's not true.' But I very much would like your help, your assistance in helping me to find out what the facts are, and that that's all this is about.").

²³⁰ See, e.g., FWC00181389 ("**Julio Grondona**: . . . [Y]ou should have actually first taken a closer look at those who have made those claims who have been denouncing that something is wrong with this process. You should check their background rather than ours."); FWC00181390 ("**Julio Grondona**: So actually you should start investigations that are necessary or base your action on real requirements without considering any innuendo or any kind of supposed acts nor should you take into account any comments that are also the product or that lead to scandals and the public that are really instigated by those who wish to benefit from these scandals on various terms, for example, in sporting matters, in political or even indeed when it comes to commercial interests that might be involved and that are in stark contrast actually indeed contradict the very spirit of the family of football and FIFA."); FWC00181392 ("**Julio Grondona**: I cannot help you in this way because you are acting upon news-- . . . [a]ssumptions.").

Chair of the Investigatory Chamber to pose them. Mr. Grondona clearly stated his understanding of his own situation and role as follows:

Julio Grondona: Well it's probably one of the few cases where the boss is being investigated by the employee.

Michael Garcia: Of course I'm not an employee of FIFA.

Julio Grondona: No?

Michael Garcia: No.

Julio Grondona: I had a word with Mr. Blatter on that. Because that's what he explained to me.

Michael Garcia: I'm an independent Chair as is Mr. Borbely of the Ethics Committee. Similar to Mr. Scala's role with the Audit Committee. Okay?

Julio Grondona: I don't understand it but I'll go ahead with it anyway.²³¹

As the interview progressed, however, Mr. Grondona continued to challenge the basis for the inquiry and the role of the interviewers:

Julio Grondona: You have your job but that is not my job.

Michael Garcia: And what I am asking you is, are you willing to assist me in doing my job?

Julio Grondona: Not like this.²³²

The interviewers offered to take a short break, to which Mr. Grondona responded, "No, I'm leaving."²³³ A break was eventually agreed to, but when Mr. Grondona returned, his tone was unchanged. He again challenged the authority of the Ethics Committee to conduct this inquiry:

Julio Grondona: Am I under your jurisdiction?

Michael Garcia: Yes.

²³¹ FWC00181364-65.

²³² FWC00181392.

²³³ FWC00181395.

Julio Grondona: Well then we'll see how far this goes.²³⁴

The FIFA Senior Vice President, unhappy to be informed that he was indeed subject to the jurisdiction of the Ethics Committee, was implying that he would see to it that the case was closed.

With Mr. Grondona having made clear at this point that any further attempt to elicit relevant information would be futile, the Chair of the Investigatory Chamber told Mr. Grondona the following:

[W]hat I think, since this meeting, I do not think is very productive. And I do not think asking you these questions in this venue is going to be productive. I will send you written follow-up questions. You can choose to answer them or not. I will give you a reasonable time to answer them and you'll have to make your own decision. I thank you for your time today. And I hope that nothing I have asked you is in any way suggested that I believe any allegation that's been made in this case. The only interest I have here is determining the facts and circumstances.²³⁵

Shortly thereafter, the interview was terminated.

On April 28, 2014, Mr. Grondona submitted written responses to questions sent to him by the Investigatory Chamber.²³⁶

It is striking that Mr. Grondona, during his in-person interview, challenged the jurisdiction of the Investigatory Chamber to question him.²³⁷ The jurisdiction of the Ethics Committee and the independent status of its chambers' Chairs and Deputy Chairs are spelled out in the 2012 FCE that Mr. Grondona and the rest of the Executive Committee voted to adopt in July 2012. *See* FCE Art. 88 ("The Executive Committee adopted this Code on 17 July 2012."). The suggestion that Mr. Grondona, as an Executive Committee member, was beyond the scope of the Ethics Committee's jurisdiction is further undermined by the fact that in the period between the adoption of the 2012 FCE and Mr. Grondona's March 2014 interview in Zurich, two Executive Committee members had been banned for life from any football-related activity as a result of Ethics Committee investigations.

c. Conclusion

²³⁴ FWC00181398.

²³⁵ FWC00181398-99.

²³⁶ *See* FWC00185375-94; FWC00185355-74.

²³⁷ *See, e.g.*, FWC00181364, FWC00181398.

The conduct of Messrs. Villar Llona and Grondona, two of FIFA's most powerful officials, is addressed in further detail in this Report's recommendation that all Executive Committee officials, including the President, Vice President, and other members, be subject to term limits.²³⁸

2. Former Executive Committee Members

Eleven officials who served on the FIFA Executive Committee during the bidding process no longer hold seats on that committee, although several are still considered football officials pursuant to the FCE. Of those 11, five agreed to be interviewed or to provide written answers to questions: Amos Adamu, Chung Mong-Joon, Junji Ogura, Reynald Temarii, and Geoff Thompson.

Three either declined or did not respond to the request: Nicolás Leoz,²³⁹ Chuck Blazer,²⁴⁰ and Mohamed Bin Hammam.²⁴¹

The Investigatory Chamber was unable to confirm any contact with Ricardo Teixeira, Jack Warner, or their representatives.

a. Franz Beckenbauer

While Mr. Beckenbauer's membership on the FIFA Executive Committee ended on July 1, 2011, he has remained active in football. Among other roles, he currently serves as Special Advisor to the FIFA Football Committee.²⁴²

By letter dated March 6, 2014, the Investigatory Chamber requested Mr. Beckenbauer's cooperation in establishing the facts relevant to this inquiry.²⁴³ Specifically, the Investigatory Chamber's communication, written in English, asked Mr. Beckenbauer to provide dates when he would be available to meet for a witness interview; cited FCE provisions that require him, as a football official, to cooperate with the inquiry; advised him that because this investigation was confidential, he should refrain from discussing the notice "with anyone other than your attorney,

²³⁸ See Part XVI(A).

²³⁹ Although Mr. Leoz indicated on April 2, 2014, that he would respond to written questions from the Investigatory Chamber, see FWC00185980, he did not respond to the questions that were then prepared and sent to him on April 16, see FWC00185981-87.

²⁴⁰ Mr. Blazer declined due to medical issues described in a signed note from his doctor. See FWC00185978.

²⁴¹ The Investigatory Chamber sent Mr. Bin Hammam and his attorney a meeting request see FWC00185979, but received no response.

²⁴² See FWC00185150; see also FCE Art. 2 ("This Code shall apply to all officials and players as well as match and players' agents who are bound by this Code on the day the infringement is committed.").

²⁴³ See FWC00185155.

should you choose to retain one”; and instructed him to send the requested dates he would be available for an interview “**by no later than March 12, 2014.**”²⁴⁴

Mr. Beckenbauer did not respond until March 24, 2014, when, citing his schedule, he wrote a letter asking that, in lieu of the requested meeting, the Investigatory Chamber submit “questions in writing.”²⁴⁵ Nowhere did Mr. Beckenbauer’s letter—which was written in English—request that the questions be sent in German.²⁴⁶

Accordingly, on April 8, 2014, the Investigatory Chamber sent Mr. Beckenbauer a letter that attached 21 written questions.²⁴⁷ The letter noted Mr. Beckenbauer’s obligation to cooperate with this investigation, again citing relevant FCE provisions; explained that the attached questions “seek responses that represent the absolute and whole truth to the best of your knowledge and judgment”; requested that Mr. Beckenbauer submit his written responses “by no later than **Friday, 5 May 2014;**” and reminded Mr. Beckenbauer that because “this investigation is confidential,” he should “refrain from discussing our communications and requests to you with anyone other than your attorney, should you choose to retain one.”²⁴⁸ Apart from an April 14, 2014 email, confirming that the April 8 correspondence had been received and forwarded to Mr. Beckenbauer,²⁴⁹ the Investigatory Chamber received no response or other communication from Mr. Beckenbauer prior to the May 5 deadline.

On May 9, 2014, the Investigatory Chamber sent Mr. Beckenbauer a follow-up letter noting that the May 5 deadline had passed; referring again to the Investigatory Chamber’s contact information, which Mr. Beckenbauer could use to raise “any questions or other issues related to our requests that you wish to discuss;” warning that the Investigatory Chamber intended “to close this investigation in the relatively near future” and “if we have not received your responses by that time, we will unfortunately have no choice but to conclude that you have failed to cooperate in establishing the facts of the case;” and again citing the FCE provisions concerning the obligation to cooperate and the consequences of failing to do so.²⁵⁰

The communication received in response came not from Mr. Beckenbauer, but rather from Fedor Radmann, who at the time was himself a witness whose

²⁴⁴ FWC00185155 (emphasis in original).

²⁴⁵ FWC00185156.

²⁴⁶ See FWC00185156.

²⁴⁷ See FWC00185157-64.

²⁴⁸ FWC00185157-58 (emphasis in original).

²⁴⁹ FWC00185165.

²⁵⁰ FWC00185167.

cooperation with the World Cup investigation the Investigatory Chamber had been seeking in vain.²⁵¹ Mr. Radmann contacted the Secretariat of the Investigatory Chamber by phone on May 13, 2014 and stated that Mr. Beckenbauer wished to have the written questions translated from English to German; that Mr. Beckenbauer wished to have Mr. Radmann's assistance in answering the questions; that any future correspondence to Mr. Beckenbauer should be addressed to Mr. Radmann; that Messrs. Beckenbauer and Radmann would respond jointly to any such requests to the best of their ability and recollection; and that Mr. Beckenbauer resented the tone of previous correspondence to him, particularly its imposition of deadlines.²⁵²

In response, on May 16, 2014, the Investigatory Chamber sent Mr. Beckenbauer a letter summarizing Mr. Radmann's comments to the Secretariat as well as the history of requests for Mr. Beckenbauer's cooperation.²⁵³ The letter cited the prior repeated requests that Mr. Beckenbauer refrain from discussing the Investigatory Chamber's communications in connection with this confidential investigation with anyone other than his attorney, should he choose to retain one.²⁵⁴ In light of the points raised by Mr. Radmann on Mr. Beckenbauer's behalf, the May 16 letter appended a German translation of both the letter and the written questions initially sent to Mr. Beckenbauer on April 8; reiterated that Mr. Beckenbauer's answers must be prepared without the assistance of or disclosure of the questions to anyone other than his attorney, should he choose to retain one; explained that, pursuant to FCE Article 42(2), the requests sought the absolute and whole truth to the best of Mr. Beckenbauer's knowledge and judgment; asked Mr. Beckenbauer, "as someone with stature and renown in the sport, to set an example of cooperation in this matter so important to the future of football"; and warned that "we intend to close this investigation soon, and that absent full compliance with our requests, we would unfortunately have no choice but to conclude that you have failed to cooperate in establishing the facts of the case."²⁵⁵

Mr. Beckenbauer did not respond. Accordingly, on June 3, 2014, the Investigatory Chamber provided Mr. Beckenbauer with a final warning in the form of a letter that contained the subject heading: "**Re: FIFA World Cup Bidding Process: Final Warning for Failure to Cooperate.**"²⁵⁶ The letter noted that, despite repeated requests for his assistance, Mr. Beckenbauer had yet to provide the information requested in connection with the Investigatory Chamber's inquiry into

²⁵¹ See Part IV(B), V(B).

²⁵² See FWC00185168.

²⁵³ See FWC00185168.

²⁵⁴ See FWC00185168-69.

²⁵⁵ FWC00185168-93.

²⁵⁶ FWC00185194 (emphasis in original).

the 2018 and 2022 FIFA World Cup bidding process.²⁵⁷ The letter also informed Mr. Beckenbauer that “[w]e intend to complete the information-gathering phase of our investigation on June 9, 2014,” and unless he provided the requested information “before that date, we will conclude that you failed to collaborate in establishing the facts of the case.”²⁵⁸

Once again, Mr. Beckenbauer failed to respond, let alone to provide the requested information. Moreover, according to a news report dated June 7, 2014, Mr. Beckenbauer proclaimed publicly that the Investigatory Chamber had submitted questions to him and that he had no intention of cooperating with the inquiry.²⁵⁹

In light of the conduct described above, on June 10, 2014, formal investigation proceedings were initiated against Mr. Beckenbauer. As explained to Mr. Beckenbauer in the notice of proceedings, the investigation relates to possible violations by Mr. Beckenbauer of FCE Articles 13, 18, and 42.²⁶⁰

On June 13, 2014, at the request of the Investigatory Chamber, the Adjudicatory Chamber imposed a 90-day provisional ban on Mr. Beckenbauer.²⁶¹ Five days later, Mr. Beckenbauer submitted written answers to the questions sent to him by the Investigatory Chamber.²⁶² That same day, Mr. Beckenbauer petitioned the Adjudicatory Chamber to lift the provisional ban, noting a need to address the matter with “high urgency.”²⁶³

The Investigatory Chamber opposed the request in a written submission to the Adjudicatory Chamber filed that same day, June 18, 2014.²⁶⁴ Among the reasons urged for denying the request, the Investigatory Chamber cited public statements Mr. Beckenbauer had reportedly made to the media since the ban was imposed, including the following:

- Mr. Beckenbauer reportedly said he declined to respond to the Investigatory Chamber’s questions because those questions were provided only “in legal English,” and the Investigatory Chamber had refused his request to receive the questions in German.²⁶⁵ As discussed above,

²⁵⁷ See FWC00185194.

²⁵⁸ FWC00185194.

²⁵⁹ See FWC00185195-96.

²⁶⁰ FWC00185138.

²⁶¹ See FWC00185439-41.

²⁶² See FWC00185663; FWC00185664-70; FWC00174034-40. The substance of those answers will be considered elsewhere in this report. See Part V(B).

²⁶³ FWC00185140.

²⁶⁴ See FWC00185140-48.

²⁶⁵ FWC00185144; FWC00185621.

however, Mr. Beckenbauer's request for written questions—which he made in a letter written in English, a language his biography on the FIFA website as of 2011 listed as one he spoke²⁶⁶—did not ask for questions in German. When Fedor Radmann requested on Mr. Beckenbauer's behalf on May 13 (well after the deadline to respond to the questions sent on April 8) that the questions be provided in German, the Investigatory Chamber granted that request and sent the questions and the entire text of the April 8 letter to Mr. Beckenbauer in German by May 16.

- Mr. Beckenbauer reportedly said that the Investigatory Chamber sent him “around 130 questions.”²⁶⁷ However, as set forth above, the May 16 letter to Mr. Beckenbauer attached questions in German numbered 1 through 21. While some of those questions had subparts, the total number of questions amounted to a fraction of the “130” that Mr. Beckenbauer claimed to have received.
- Mr. Beckenbauer reportedly said that among the “130 questions” the Investigatory Chamber sent were questions “such as how old was [your] grandmother when she died.”²⁶⁸ Again, this is incorrect—not only literally, but also in its suggestion that the questions sought irrelevant and/or unreasonably detailed information. The questions posed to Mr. Beckenbauer sought information directly related to the World Cup bidding process, and Mr. Beckenbauer was specifically instructed that far from needing to research details of events that occurred long ago, he needed merely to answer the questions truthfully to the best of his knowledge and judgment pursuant to FCE Article 42(2). Mr. Beckenbauer's submission of written answers several days after the 90-day provisional ban was imposed belies any implication that the Investigatory Chamber's requests were onerous.
- Mr. Beckenbauer reportedly said that he “assumed that I didn't have to answer the questions because I no longer have any official capacity at FIFA.”²⁶⁹ However, Mr. Beckenbauer served throughout the relevant period as Special Advisor to the FIFA Football Committee, and that title was listed under Mr. Beckenbauer's name on all of the letters he received from the Investigatory Chamber. Moreover, the Investigatory Chamber informed Mr. Beckenbauer repeatedly that the FCE required his cooperation.

²⁶⁶ See FWC00180507-08.

²⁶⁷ FWC00185144; FWC00185621.

²⁶⁸ FWC00185145; FWC00185621.

²⁶⁹ FWC00185145; FWC00185624.

- Mr. Beckenbauer reportedly said that “[i]n dealings with the ethics committee’s investigators, it was never about whether he would answer the questions, but solely about how” he would provide those answers.²⁷⁰ That is false. The only “dealings with the ethics committee’s investigators” Mr. Beckenbauer had consisted of (i) Mr. Beckenbauer’s request, written in English, that questions be provided in writing, which they promptly were; and (ii) Mr. Radmann’s request on Mr. Beckenbauer’s behalf that the written questions be translated into German, which they promptly were. There were no further “dealings with the ethics committee’s investigators” addressing “how” Mr. Beckenbauer should answer the questions.

On June 27, 2014, the Adjudicatory Chamber lifted the 90-day ban, and a statement was issued that sanctions could be re-imposed if there was “a repetition or continuation of the conduct that led to the imposition of the provisional measure.”²⁷¹ Mr. Beckenbauer’s manager, Marcus Hoefl, issued a statement via Twitter that the management team continued to believe the ban was not justified because Mr. Beckenbauer had no obligation to testify to FIFA, but acknowledged that in hindsight, it would have been better to answer the questions earlier.²⁷²

According to a statement by Mr. Beckenbauer released at that time, he “underestimated the matter,” attributing that to the fact that “such voluminous administrative things”—in this instance responding to a FIFA Ethics Committee request that he cooperate with an investigation into corruption in the World Cup bidding process—are usually dealt with by his management team, but in this case he was unable to involve that “team” fully.²⁷³

The case against Mr. Beckenbauer for the conduct described above is ongoing and will be expanded to include the other substantive issues described later in this Report.²⁷⁴

C. Bid Teams

All nine bid teams responded to the Investigatory Chamber’s request for documents. The specifics of the degree and scope of each team’s cooperation will be discussed below in the relevant sections on that team’s activities in the bidding process. The disappointing lack of candor by one bid team, however, merits discussion here.

²⁷⁰ FWC00185145; FWC00185628.

²⁷¹ FWC00185456.

²⁷² *See* FWC00185453-55; FWC00185542.

²⁷³ FWC00185454.

²⁷⁴ *See* Part V(B).

1. *Spain/Portugal 2018*

On March 6, 2014, the Investigatory Chamber wrote to Mr. Jorge Perez Arias, the General Secretary of Real Federación Española de Fútbol (“RFEF”), to request certain email communications related to the activities of the Spain/Portugal bid team.²⁷⁵ The Investigatory Chamber requested a response by April 2, but after a request for an extension and a telephone conference with the RFEF Legal Director, a rolling schedule for production of documents was agreed upon.

On April 15, RFEF responded to a specific request regarding communications with a Jaime Fluxa by representing:

[T]here is no record in the [RFEF], unless there is an error or omission, of any kind of communication sent to or received from Jaime Fluxa (or any intermediary or third party related to Jaime Fluxa) during the period January 1, 2009 to March 31, 2011 in any email account belonging to the Spain/Portugal Bid Committee or any other email account that is owned by us or under our control.²⁷⁶

The response also included two pages of general information related to certain “friendly” matches that had been requested, namely, the date of certain matches and the opponent.²⁷⁷

Two weeks later, the Legal Director, who had been present at Mr. Villar Llona’s “interview” in Zurich in March, represented to the Investigatory Chamber that “with regard to the investigation, I find myself needing to ask for a few more days to send the documentation” in order to “properly prepare the documents.”²⁷⁸ The Legal Director offered to “tell . . . a little about the reasons for this new request” when he was at the Home of FIFA in Zurich the following day.²⁷⁹ That meeting did not take place.²⁸⁰ At the same time, the Legal Director was arranging to forward Mr. Villar Llona’s written responses described above.

Despite the indications that efforts were ongoing to review data and assemble a comprehensive response, on May 12, 2014—more than two months after the initial request for documents—Mr. Perez Arias wrote informing the Investigatory Chamber the following:

²⁷⁵ See FWC00185315-17.

²⁷⁶ FWC00185341; FWC00185346.

²⁷⁷ FWC00185343-44; FWC00185348-49.

²⁷⁸ FWC00185351; FWC00185353.

²⁷⁹ FWC00185351; FWC00185353.

²⁸⁰ FWC00185677-78.

[W]e inform you that, except for error or omission,²⁸¹ the information services section of the [RFEF] informs us that the emails have not been kept in the general servers of the [RFEF] due to the fact that 3, 4, and up to 5 years have passed since the period of time in question. As such, unfortunately it is not possible to review them.²⁸²

No further information about the data issue was provided. The RFEF did represent that all gifts it had given to FIFA Executive Committee members were in accordance with ethics rules, and it attached a list of examples of gifts it stated had been provided, including “ham and cheese” and “basket with typical Christmas products: Spanish wine, nougat, sweets, etc.”²⁸³ Mr. Arias also answered a question related to meetings with the Qatar bid team, stating that no such meetings had occurred.²⁸⁴

On May 20, 2014, the Investigatory Chamber responded that neither Mr. Perez Arias nor the Legal Director had previously expressed doubt about their ability to collect the requested materials.²⁸⁵ “To the contrary,” the Investigatory Chamber wrote, “your April 15 letter implied that email accounts from that period had already been accessed and searched for communications with Mr. Fluxa.”²⁸⁶ In light of the apparent contradiction, the Investigatory Chamber requested detailed information about the servers involved, and about the storage and removal of data.²⁸⁷ The letter also requested records of communications indicating efforts to access the data and efforts to search non-official email accounts.²⁸⁸ On May 21, Mr. Arias acknowledged receipt of the letter and added, “I notify you of the [RFEF]’s intention to comply with the requests made, and that it will act with total and absolute cooperation with the FIFA Ethics Committee.”²⁸⁹

On May 29, 2014, Mr. Perez Arias responded first by expressing “regret” for the “disappointment” the prior response “surely caused.”²⁹⁰ After noting that the RFEF always intended to “demonstrate[] the greatest possible goodwill and spirit of collaboration with respect to meeting your needs,” Mr. Perez Arias stated that, as to

²⁸¹ Neither the April 15 nor the May 12 letter from RFEF defined or explained the term “except for error or omission.”

²⁸² FWC00185396; FWC00185401.

²⁸³ FWC00185397; FWC00185402.

²⁸⁴ *See* FWC00185398; FWC00185403.

²⁸⁵ *See* FWC00185405.

²⁸⁶ FWC00185405.

²⁸⁷ *See* FWC00185405-06.

²⁸⁸ *See* FWC00185406.

²⁸⁹ FWC00185409; FWC00185408.

²⁹⁰ FWC00185424; FWC00185410.

the lost data, “there [was] no requirement or legal obligation incumbent upon the [RFEF], nor instructions laid down by the FIFA, which would have established the obligation of these documents being kept for use in a future investigation.”²⁹¹ Mr. Perez Arias further stated on behalf of the RFEF that the “administration of the service of the email host” was dependent on “one single service and host located in the actual offices” of the RFEF and that “all administration of service and of the e-mail host was therefore” dependent “upon the IT department of the [RFEF].”²⁹² Accordingly, the May 29 response stated, “the service and the host are located at the Data Processing Centre of the offices of the [RFEF].”²⁹³ In a confused narrative, the RFEF went on to suggest that despite its earlier representation that data from the bidding process had been expunged, some data remained and that data had been searched for relevant communications.²⁹⁴ A production was attached that purportedly represented the only such communications in the possession of the RFEF sent or received from the RFEF or Spanish bid domains to any member of the FIFA Executive Committee (including the FIFA President or Secretary General) or Qatar’s bid team during the relevant period.²⁹⁵

Remarkably, the only emails RFEF was able to locate were a dozen or so communications from September and October 2010 that concerned United States citizen and FIFA Executive Committee member Chuck Blazer’s planned visit to Spain.²⁹⁶ These were reviewed by Deputy Chair Borbély.

The representation that these were the only communications RFEF could find from an eighteen-month period lacks credibility. In addition to contradicting earlier representations made by the RFEF regarding its efforts to produce documents, the fact that the few documents RFEF did send consisted solely of communications to and from the American Executive Committee member Chuck Blazer bear an unfortunate echo of Mr. Villar Llona’s conduct in seeking to have the Chair of the Investigatory Chamber recused.²⁹⁷

Given the apparent conflict between the initial response of the RFEF that indicated a review and production was ongoing and the later assertion that the data was no longer available—or was available in a very limited way—further investigation is warranted. The Investigatory Chamber will open investigation proceedings as to whether individuals at the RFEF failed to meet their obligations to cooperate with the FIFA Ethics Committee as required under the FCE and the

²⁹¹ FWC00185424-25; FWC00185410.

²⁹² FWC00185425; FWC00185411.

²⁹³ FWC00185426; FWC00185411.

²⁹⁴ *See* FWC00185426; FWC00185411.

²⁹⁵ *See* FWC00185426-27; FWC00185411-12.

²⁹⁶ FWC00185428-38; FWC00185413-23.

²⁹⁷ *See* Part IV(B)(1).

bid registration contract. *See* FCE Arts. 18, 42, 66, and 63. These allegations may be combined with the investigation into Mr. Villar Llona’s conduct.²⁹⁸

Recommendations for future rules concerning data preservation and for potential restrictions on future bids by the RFEF/Spain to host the World Cup are discussed later in this Report.²⁹⁹

D. FIFA

The Investigatory Committee made numerous formal requests for evidence and witness interviews to FIFA. Materials sought included, among many items, Executive Committee meeting minutes, prior Ethics Committee files, internal reports, and email communications among FIFA officials including President Blatter and Secretary General Valcke. FIFA complied with all such requests. Moreover, the Investigatory Chamber conducted a number of interviews with FIFA personnel ranging from President Blatter to staff attorneys and other employees.

V. AUSTRALIA 2022

Australia 2022 provided full and valuable cooperation in establishing the facts and circumstances of this case. Witnesses were made available for interviews, documents were produced, and follow-up requests were accommodated. To the extent this Report identifies conduct by Australia 2022 that may not have met the standards set out in the FCE or the bid rules, culpability is mitigated by the fact that these issues were uncovered largely as a result of its cooperation.

A. “Australia Whistleblower”

In May 2013, a source suggested that the Investigatory Chamber contact “Australia Whistleblower” (“AW”), a former member of the Australia 2022 bid team. From the beginning of the bidding process until her termination in January 2010,³⁰⁰ AW was Australia 2022’s Head of Corporate and Public Affairs.³⁰¹ AW noted during her initial communications with the Investigatory Chamber that providing information to the Ethics Committee might violate non-disclosure or confidentiality obligations that she owed her former employers under the terms of her severance agreement. Accordingly, upon the Investigatory Chamber’s request,³⁰² the Football Federation of Australia (“FFA”) provided a release stating, “To the extent any

²⁹⁸ *See* Part IV(B)(1).

²⁹⁹ *See* Part XVI(F)(5). Although Spain bid for the World Cup jointly with Portugal, it is clear that nearly all the work was done by the bid representatives in Spain. Moreover, the Investigatory Chamber received an appropriate response to its requests from the member association in Portugal. *See, e.g.*, FWC00128027-53. Members of the Spain/Portugal bid team cooperated with the Investigatory Chamber’s interview requests. *See* FWC00181145-89; FWC00182596-634; FWC00182414-50.

³⁰⁰ FWC00180702.

³⁰¹ FWC00180707.

³⁰² *See* FWC00180530.

individual discloses information or material related to the 2018 or 2022 World Cups to the FIFA Ethics Committee or anyone working on its behalf, [FFA] hereby releases such individual from any non-disclosure, confidentiality, or similar obligation the individual might otherwise owe FFA or any other entity or individual connected with Australia's World Cup Bid."³⁰³ The Investigatory Chamber subsequently interviewed AW twice, in New York in November 2013 and in Australia in April 2014.

At all times during the investigation process, AW was responsive to investigators' requests for information and documentation. She also offered investigators direct access to her computer to obtain emails dating from her time on the bid team.

While AW provided some useful information regarding possible issues for the Investigatory Chamber to examine, the evidence—including evidence she provided—often did not support her specific recollections and allegations. For example, the Investigatory Chamber asked about a highly-publicized 2009 incident in which Australia 2022 reportedly bought a pearl necklace as a gift for the wife of FIFA Executive Committee member Jack Warner. AW said she sent Australia 2022 Chairman Frank Lowy and CEO Ben Buckley an email at the time expressing concerns that the gift violated bidding rules:

I sent an email to Ben, saying—uh, to Lowy. I said to Lowy, "I'm just letting you know I've bought this pearl for Maureen Warner. I'm very uncomfortable about doing it, because it's a—it's inconsistent with the bidding guidelines on incidental gifts and I'm letting you know this in case it ever comes back to bite us." I'm paraphrasing it.³⁰⁴

The copy of the email AW then provided, however, was not consistent with her recollection:

I have not prepared a note from you to Jack or his wife on this as I am a little cautious about putting something in writing about a gift while we're in bidding mode. If you think it's okay to do so, please let me know and I will draft the note.³⁰⁵

Similarly, AW provided the Investigatory Chamber with a copy of a spreadsheet detailing the Australia bid team's budget, arranged in three ways: management reporting, government reporting, and a reconciliation of management vs. government reporting.³⁰⁶ AW repeatedly characterized the document as

³⁰³ FWC00180533.

³⁰⁴ FWC00180741-42.

³⁰⁵ FWC00158325.

³⁰⁶ FWC00158345; *see also* FWC00180707.

suspicious,³⁰⁷ alleging that it indicated Australia 2022’s reports to the government concealed certain bid expenditures documented on internal budgets.³⁰⁸ At the suggestion of AW, the Investigatory Chamber contacted another former bid team member, Ian Lewis, who was responsible for FFA’s finances, although not the bid team’s finances,³⁰⁹ because AW said he expressed similar concerns. Although no longer associated with FFA, Mr. Lewis agreed to meet with the Investigatory Chamber. Mr. Lewis—who indicated he disagreed with certain decisions and strategic choices the bid team made³¹⁰—reviewed the spreadsheet and said he found nothing unusual or suspicious.³¹¹ According to Mr. Lewis, it is typical for an entity to use different accounting reporting methodologies³¹² and provide varying degrees of detail in accounting reports prepared for different recipients.³¹³ Given Mr. Lewis’s background, demeanor, and lack of any current connection to FFA, the Investigatory Chamber found Mr. Lewis’s statements to be credible.³¹⁴

AW further undermined her own reliability by speaking with the press about her communications with the Investigatory Chamber, despite having agreed to refrain from doing so to protect the integrity of the ongoing investigation.³¹⁵ In March 2014, for example, a news report published comments by a “whistleblower” from the Australian bid team regarding “the whistleblower’s testimony to” the Investigatory Chamber.³¹⁶ AW is also writing a book about the Australian bid,³¹⁷ excerpts of which are available online.³¹⁸ A brief introduction—not drafted by AW, but seemingly endorsed by her—disparages individuals who figure prominently in AW’s book in sometimes personal terms, revealing animosity.³¹⁹ Some of AW’s own statements to investigators similarly reflect bias that might color her ability to provide facts in a neutral way.³²⁰

³⁰⁷ See FWC00180710-11.

³⁰⁸ See, e.g. FWC00180707-08.

³⁰⁹ According to Mr. Lewis, an accountant from PwC, Mark Falvo, was seconded to the Australian bid team and handled all of the finances related to Australia 2022, while Mr. Lewis handled FFA’s regular accounting and processed all payments, including those for the bid team, in FFA’s online system. See FWC00182371-73.

³¹⁰ See FWC00182386-88; FWC00182390-92.

³¹¹ FWC00182379.

³¹² FWC00182375-76.

³¹³ FWC00182379-81.

³¹⁴ The bid team’s financial accounting is addressed here only for purposes of assessing AW’s credibility. Any issues related to Australia 2022’s use or accounting of public funds are beyond the authority of the Investigatory Chamber and are properly left to the jurisdiction of Australian authorities.

³¹⁵ See FWC00180695-96.

³¹⁶ FWC00185091-112.

³¹⁷ See FWC00180559.

³¹⁸ See FWC00180582-608.

³¹⁹ See FWC00180583-84.

³²⁰ See, e.g., FWC00180713; FWC00180794-95; FWC00180798-99.

For the foregoing reasons, while acknowledging AW's time and other efforts to assist in this inquiry, the Investigatory Chamber has not relied on any statement, document, or other information provided by AW in reaching any conclusions or findings in this report. Where documents provided by AW were also obtained through reliable channels, those documents were considered.

B. Efforts to Gain the Support of Franz Beckenbauer

Franz Beckenbauer of Germany was a member of the FIFA Executive Committee from 2007 to 2011. This section will examine evidence related principally to the Australia 2022's efforts to gain Mr. Beckenbauer's support for the bid.

1. The 2007 Australia-Germany Agreement

On September 18, 2007, FFA and the German football association, Deutscher Fussball-Bund ("DFB"), entered into a memorandum of understanding (the "FFA-DFB MOU") concerning the federations' respective interests in bidding for three future events: for FFA, the the 2015 Asian Cup and the 2018 World Cup; and for DFB, the 2011 Women's World Cup.³²¹ FFA CEO Ben Buckley and DFB CEO Theo Zwanziger signed the agreement.³²²

The DFB-FFA MOU stated that "[e]ach of DFB and FFA (the Supporting Party) agree to support the other party (the Bidding Party) in respect of the Bidding Party's campaign to win the right to host" the three tournaments.³²³ The "support" they agreed to provide included the following:

where the Supporting Party has the right to vote in the process to determine the host and location of the tournament, *the Supporting Party will exercise that vote in favour of the Bidding Party* and not in favour of any other national association or entity bidding to host the tournament;

in respect of each tournament the Supporting Party will use whatever means are reasonably available to it, including public advocacy and promotion, to advocate the merits of the Bidding Party's bid (and not any other bidding party) with a view to other persons or associations deciding to vote for the Bidding Party;

in respect of each tournament the Supporting Party will to the extent reasonably available to it, *facilitate introductions between representatives of the Bidding Party and persons associated,*

³²¹ See FWC00118799-805.

³²² See FWC00118805.

³²³ FWC00118801.

involved or influential in the bidding process in order that the Bidding Party may increase its opportunities to advance the merits of its bid.³²⁴

The agreement also stipulated that in preparing its future World Cup bid, FFA could draw from DFB's "considerable experience and expertise in relation to hosting international tournaments," including DFB's "access to qualified personnel within DFB with relevant experience, knowledge and expertise."³²⁵

2. *Australia's Bid for the 2011 Women's World Cup*

Earlier in 2007, Australia had formally declared interest in its own bid for the 2011 Women's World Cup.³²⁶ That bid remained among the candidates at the time the FFA-DFB MOU was signed. On October 12, 2007—approximately three weeks after entering into the agreement with Germany, and just two weeks before bid presentations to FIFA—Australia formally withdrew from the bidding process.³²⁷ On October 30, 2007, hosting rights were awarded to Germany.³²⁸

It appears that an underlying assumption—indeed an unwritten obligation—of the FFA-DFB MOU was that Australia would withdraw its 2011 Women's World Cup bid. The agreement compelled FFA to "use whatever means are reasonably available to it, including public advocacy and promotion, to advocate the merits of" Germany's bid for the 2011 Women's World Cup, "*and not [the bid of] any other bidding party.*"³²⁹ Had Australia maintained its own bid through the end of the process, it would have been unable to fulfill those obligations.

FFA has nevertheless consistently asserted that it decided to withdraw its bid for reasons unrelated to the FFA-DFB MOU. Instead, FFA officials have represented, the decision was based on results from a feasibility study conducted by PwC. In a July 2010 letter to FIFA's Director of Legal Affairs, FFA's Ben Buckley wrote:

We understand there may be some inference that we reached an agreement with Germany to withdraw from bidding for the FIFA Women's World Cup in return for support for our 2018/22 Bid. There is no agreement to this effect. . . . *FFA's decision not to bid for the Women's World Cup was made solely on the basis of an independent report from PriceWaterhouse Coopers that hosting the tournament would result in a loss of many millions of dollars.*³³⁰

³²⁴ FWC00118801 (emphases added).

³²⁵ FWC00118802.

³²⁶ See FWC00179523.

³²⁷ See FWC00179524.

³²⁸ See FWC00179526.

³²⁹ FWC00118802 (emphasis added).

³³⁰ FWC00118329 (emphasis added); see also FWC00182111; FWC00182058.

Similarly, Mr. Buckley and John Boulton of FFA told the Investigatory Chamber they believed FFA decided to abandon its Women's World Cup bid before it entered the agreement with DFB.³³¹ FFA reaffirmed in August 2014, stating, "PWC's analysis indicated a net cost in the order of AUD \$25 to \$40m which would need to be covered by alternative sources of funding. On this basis FFA decided to withdraw from bidding."³³² FFA added:

Following its decision to withdraw . . . FFA entered into the MOU with the German FA. It was not a term of [the] MoU for FFA to withdraw from bidding for the Women's World Cup and in any event that decision had already been taken. Having participated in the very successful 2006 World Cup in Germany and having already decided not to bid ourselves, we had no hesitation in indicating our support for a Women's World Cup in Germany.³³³

Other evidence contradicts FFA's explanation. Critically, it appears PwC did not provide a preliminary financial assessment until September 27, 2007—ten days *after* FFA signed the FFA-DFB MOU.³³⁴ DFB President Theo Zwanziger, who executed the agreement on behalf of the German federation, never heard FFA officials mention a decision not to bid due to financial considerations.³³⁵ Mr. Zwanziger said his understanding was that once FFA signed the agreement, the Australian bid would be withdrawn.³³⁶ Indeed, support for its Women's World Cup bid was the primary consideration DFB received under the agreement.³³⁷

3. *The FFA-DFB MOU's Effect on Mr. Beckenbauer's Vote*

Many parties involved agreed that whatever "support" Germany provided Australia for its future World Cup bid—which became a bid for the 2022 event—did not include a guaranteed vote for Australia by the lone German national on the 2010 FIFA Executive Committee, Franz Beckenbauer.

Australia 2022 Chairman Frank Lowy recalled that when discussions arose about a potential future World Cup vote, German officials "advised that they can't do that."³³⁸ Australia 2022 General Secretary Ben Buckley, who signed the DFB-FFA MOU on FFA's behalf, stated, "I don't know how the DFB could compel an individual to vote a particular way."³³⁹

³³¹ See FWC00181946; FWC00182178-79.

³³² FWC00180632.

³³³ FWC00180633.

³³⁴ See FWC00119682-85.

³³⁵ See FWC00181529-31.

³³⁶ See FWC00181529.

³³⁷ See FWC0011801-803; see also FWC00174039.

³³⁸ FWC00182112.

³³⁹ FWC00181949.

In written responses to questions from the Investigatory Chamber, Mr. Beckenbauer stated that FFA-DFB MOU involved “primarily support for the DFB’s bid for the 2011 Women’s World Cup from the FFA” in exchange for

technical support for the FFA from the DFB (as host of the 2006 World Cup) in the creation and realization of a World Cup bid. This mainly involved providing organizational information, expertise and access to DFB employees. I personally played no role in meeting the commitments in the MoU.

. . . . *This agreement did not involve either explicitly or implicitly[] my promise to vote for Australia’s bid.*³⁴⁰

Theo Zwanziger, who executed the MOU on behalf of the DFB, echoed those statements. “Franz Beckenbauer certainly didn’t find himself bound to such a Memorandum of Understanding,” Mr. Zwanziger said.³⁴¹ Rather, “Franz Beckenbauer was completely free” to vote for whichever bidder he preferred;³⁴² no “imperative mandate” from DFB restricted Mr. Beckenbauer’s options.³⁴³ Moreover, Mr. Zwanziger said, while DFB made a non-binding “recommendation” to Mr. Beckenbauer, as to 2022 that recommendation was that Mr. Beckenbauer vote for *either* Australia or the United States.³⁴⁴

In June 2014, however, Mr. Beckenbauer was quoted in various press reports as stating, in reference to his December 2, 2010 vote for the World Cup host in 2022,

Look, everybody knows whose side I was on. The German Football Association, DFB, had a gentlemen’s agreement with the Australian FA and thus *I had a mandate*. I had made my views clear at several occasions, and in public.³⁴⁵

Given the consensus from Mr. Beckenbauer and others that the FFA-DFB MOU did not affect his vote, as well as Mr. Zwanziger’s statements confirming that DFB did not attempt to require Mr. Beckenbauer to vote a particular way and did not even express a preference between the Australia and United States bids in its non-binding “recommendation,” there is cause to question why Mr. Beckenbauer nonetheless felt he “had a mandate” to vote for Australia. Mr. Zwanziger noted that “an additional hope on the side of Australia” that Mr. Beckenbauer would vote for

³⁴⁰ FWC00174039 (emphasis added).

³⁴¹ FWC00181522-23.

³⁴² FWC00181525.

³⁴³ FWC00181518.

³⁴⁴ *See* FWC00181520-21.

³⁴⁵ FWC00185196 (emphasis added).

Australia 2022 may “hav[e] arisen because that German gentleman was a counselor to them,” namely, “Fedor Radmann.”³⁴⁶

4. *Retention of Fedor Radmann and Other Consultants*

Australia 2022 hired three consultants, all of whom had deep ties to football: Peter Hargitay, Andreas Abold, and Fedor Radmann.

FFA entered into a consulting agreement with Mr. Hargitay’s company European Consultancy Network Ltd. (“ECN”) in January 2009.³⁴⁷ The agreement required Mr. Hargitay to provide consulting services and lobbying, “particularly targeted lobbying within the body of the FIFA Executive Committee and acting as an international advocate of FFA in relation to the Bid.”³⁴⁸

Mr. Abold, who created the bid book and provided other technical assistance for Germany’s 2006 World Cup bid, was engaged in January 2009 to provide similar support to Australia 2022.³⁴⁹ Pursuant to a consulting agreement between FFA and Mr. Abold’s firm, Abold, Büro Für Marketingkommunikation GmbH, Mr. Abold’s principal tasks related to designing Australia’s bid book, organizing the tour of Australia by the FIFA Inspection Group, and preparing Australia 2022’s final presentation to the FIFA Executive Committee.³⁵⁰ Mr. Abold’s technical duties were thus distinct from Mr. Hargitay’s focus on lobbying and campaign strategies.³⁵¹

Mr. Radmann’s role was less clear, although it was widely perceived by media and other officials to relate in some way to Mr. Beckenbauer. By all accounts, the pair were—and remain—close friends. Their relationship dated back at least to the late 1990s and early 2000, when they worked together on Germany’s successful bid to host the 2006 World Cup.³⁵² Public reports in mid-2010 noted that Mr. Radmann

³⁴⁶ FWC00181525-26.

³⁴⁷ See FWC00118806-22. Although the contract was dated 2008—without specifying a day or month—it was not formally executed until January 9, 2009. See FWC00121914-15.

³⁴⁸ FWC00118820-21.

³⁴⁹ See FWC00118736-54.

³⁵⁰ See FWC00118752-53. The Abold firm also warranted in the agreement that it would not assist any other 2018 or 2022 World Cup bid other than Australia’s. See FWC00118741. Curiously, however, as of 2014 Abold’s website stated, under a section describing the company’s experience assisting various types of bids, that the company’s experience included work not only for Australia 2022, but also for “Qatar’s bid for the 2022 FIFA World Cup.” See FWC00179645. However, Qatar 2022 officials did not recall Mr. Abold or his firm doing any work for Qatar 2022. See, e.g., FWC00183817; FWC00184173-74.

³⁵¹ See, e.g., FWC00182065-67.

³⁵² See FWC00174034; FWC00174038.

had “worked as an aide to Beckenbauer”³⁵³ and was Mr. Beckenbauer’s “close confidant.”³⁵⁴

Various senior football officials described a business-like relationship between Messrs. Beckenbauer and Radmann. According to FIFA Secretary General Valcke, Mr. Radmann “worked with Beckenbauer and wherever Beckenbauer is flying, most of the time you see Radmann close to him. He’s . . . a guy who is working on his commercial agreements and he’s working and helping[] Franz in what he’s doing.”³⁵⁵ President Blatter described Mr. Radmann as “the[] spokesman from time to time [for] Beckenbauer.”³⁵⁶

Mr. Radmann communicated with Australian football officials as early as August 2008, sending updates to Australia 2022 General Secretary Ben Buckley about “private” or “confidential” meetings he and “Franz” attended with football officials including President Blatter and Mohamed Bin Hammam.³⁵⁷ In November 2008, en route to New Zealand, Messrs. Radmann and Beckenbauer stopped in Sydney to meet with Mr. Buckley and Australia 2022 Chairman Frank Lowy.³⁵⁸

Sometime from February to May 2009, FFA amended its consulting agreement with Mr. Abold.³⁵⁹ The amendments expanded the scope of the Abold firm’s services to cover “international services,” including “targeted lobbying within the body of the FIFA Executive Committee”³⁶⁰—essentially services like those described in the agreement with Mr. Hargitay. Notably, the amended agreement indicated that these new services might be carried not only by the Abold firm, but also by “its sub-contractor.”³⁶¹ The amended agreement also significantly increased Mr. Abold’s compensation, providing additional service fees of €2.1 million as well as contingent bonuses of €2.1 million for winning the 2018 bid or €1.050 million for winning the 2022 bid.³⁶²

On May 1, 2009, Mr. Abold’s firm entered into a subcontracting agreement with Mr. Radmann, as an individual, for the provision of those very “international services” the amendments to the FFA-Abold agreement described.³⁶³ Under the subcontract’s payment structure, the additional services fees and bonuses the

³⁵³ FWC00179786.

³⁵⁴ FWC00166441.

³⁵⁵ FWC00182776.

³⁵⁶ FWC00182662.

³⁵⁷ *See* FWC00118553; FWC00118545.

³⁵⁸ *See* FWC00118545; FWC00118732; FWC00118540.

³⁵⁹ *See* FWC00118755-79.

³⁶⁰ FWC00118775-76.

³⁶¹ FWC00118775.

³⁶² *See* FWC00118778-79.

³⁶³ *See* FWC00118780-98.

amendments provided would be passed through to Mr. Radmann, less a small percentage to be retained by Mr. Abold.³⁶⁴

Messrs. Buckley and Lowy told the Investigatory Chamber they could not recall why Mr. Radmann worked for Australia 2022 through a subcontract with Mr. Abold's firm, rather than through a contract with FFA directly,³⁶⁵ although Mr. Buckley noted, "I think Radmann liked having less publicity about Mr. Radmann's involvement."³⁶⁶ Subsequently, FFA submitted the following statement to the Investigatory Chamber:

The question has arisen as to the reason Radmann was engaged by way of a sub-contract to Abold. The best of our recollection is that this request came from Abold/Radmann, possibly for taxation reasons. From our perspective we had no issue with confirming that he was engaged to advise us in relation to the Bid.³⁶⁷

Mr. Radmann's relationship with Mr. Beckenbauer may provide an alternative or additional explanation—besides "taxation reasons"—for Mr. Radmann's apparent desire to create distance between himself and his ties to Australia's bid team. Officials from rival bid teams told the Investigatory Chamber they believed it would be inappropriate to retain Mr. Radmann in light of his connection to Mr. Beckenbauer. The Chair of the United States 2022 bid, Sunil Gulati, told the Investigatory Chamber that when Mr. Hargitay pitched his own and Mr. Radmann's services to the U.S. bid team, Mr. Gulati felt that "appearancewise, it wouldn't look good" to retain Mr. Radmann because he was a "long time business partner and closest friend of an ExCo member," namely, Mr. Beckenbauer.³⁶⁸ Similarly, the Chief Operating Officer of the England 2018 bid team, Simon Johnson, said Mr. Radmann "was offering his services to other bidders on an advisory basis" early in the bid process.³⁶⁹ Given his understanding that "Franz Beckenbauer had a business relationship with Fedor Radmann," whom Mr. Beckenbauer "described . . . as his business manager," Mr. Johnson believed engaging Mr. Radmann to work with a bid team "created the appearance of a conflict of interest."³⁷⁰ England 2018 CEO Andy Anson told the Investigatory Chamber his bid team "gave up" hope of gaining Mr. Beckenbauer's support because

³⁶⁴ See FWC00118797-98.

³⁶⁵ See FWC00181960; FWC00182116.

³⁶⁶ FWC00181960

³⁶⁷ FWC00180630.

³⁶⁸ FWC00180943. The Chair of the Investigatory Chamber did not participate in the interview of Mr. Gulati or any other United States officials because he had recused himself from the investigation of U.S. World Cup bid. See Part I(B). Findings regarding U.S. football officials are presented in the Deputy Chair's separate report.

³⁶⁹ FWC00184510.

³⁷⁰ See FWC00184510.

Mr. Beckenbauer had “a guy called Fedor Radmann who works very closely for him, and he was giving us the strong hint that we would never get his vote.”³⁷¹

Messrs. Abold and Radmann failed to cooperate with this investigation. On March 26, 2014, the Investigatory Chamber sent each a letter requesting a meeting in connection with the inquiry into the bidding process for the 2018 and 2022 World Cup.³⁷² The Investigatory Chamber asked both consultants to respond by April 4, 2014 with a list of potential meeting dates.³⁷³ Neither Mr. Abold nor Mr. Radmann responded. After the Investigatory Chamber informed FFA of its former consultants’ non-cooperation, FFA notified Mr. Abold that his consultancy agreement required “compliance with all applicable laws, enactments, orders, regulations, industry codes of practice and other similar codes of practice or instruments of any Regulatory Authority (*which includes FIFA*),” and that it further required Mr. Abold to ensure similar compliance by sub-contractors, including Mr. Radmann.³⁷⁴ Nevertheless, neither Mr. Abold nor Mr. Radmann contacted the Investigatory Chamber to arrange a meeting as requested.

Mr. Radmann did contact the Investigatory Chamber on May 13, 2014 regarding requests the Investigatory Chamber sent to Mr. Beckenbauer—requests Mr. Beckenbauer had been asked not to discuss with anyone other than legal counsel. Mr. Radmann called the Secretariat of the Investigatory Chamber to issue various complaints on behalf of Mr. Beckenbauer, who at that point had himself ignored multiple requests for his assistance.³⁷⁵ In a letter to Mr. Radmann sent May 16, 2014, the Investigatory Chamber memorialized the May 13 telephone conversation and reminded Mr. Radmann of its March 26 request to arrange a meeting.³⁷⁶ The letter stated that based on Mr. Radmann’s failure to respond to this request, the Investigatory Chamber had “no choice but to conclude that you have failed to cooperate in establishing the facts of the case,” adding that “[i]f this is incorrect, and you indeed wish to assist in this investigation—in an appropriate manner—please let us know as soon as possible.”³⁷⁷ Mr. Radmann never responded.

Messrs. Abold and Radmann had lucrative contracts to assist Australia 2022. They were bound by the bidding rules and had a duty to cooperate. Failure by these consultants to fulfill their obligations to assist in this inquiry hampered the Investigatory Chamber’s ability to establish certain facts and circumstances related to this case. Steps should be taken in the future to ensure consultants understand

³⁷¹ FWC00184696.

³⁷² See FWC00185999-6000; FWC00186001-6002.

³⁷³ See FWC00186000; FWC001866002.

³⁷⁴ See FWC00186092 (emphasis added).

³⁷⁵ See Part IV(B)(2).

³⁷⁶ See FWC00186098-99.

³⁷⁷ See FWC00186099.

they are bound by FIFA's rules of conduct, obligated to assist inquiries such as this one, and subject to sanction for failing to do so.³⁷⁸

5. *Efforts to Mask Ties to Messrs. Beckenbauer and Radmann*

Internal bid team correspondence and documents indicate that Australia 2022 officials actively tried to conceal aspects of Fedor Radmann's role with the bid team because of Mr. Radmann's ties to Franz Beckenbauer.

Peter Hargitay wrote a January 2009 email to Australia 2022 Chair Frank Lowy and CEO Ben Buckley summarizing "a series of exhausting but positive meetings" with various FIFA Executive Committee members, including Mr. Beckenbauer.³⁷⁹ Mr. Hargitay noted that he would "be sending you a full report—with a further special report about my mtg with FR *and* FB—tomorrow evening."³⁸⁰ "FR" and "FB" are the initials of Mr. Radmann and Mr. Beckenbauer, respectively. Later in his email, Mr. Hargitay wrote:

In order to maintain maximum confidentiality, I want to name our project "Road through Babylon" and *our two key contacts "F&F."*

I shall send over a password-protected list of aliases as I have no intention to be reading my emails in some paper.

The summary is this: It was time well-invested and significant.³⁸¹

Given that "F&F" are the first initials of Messrs. Radmann and Beckenbauer, and that Mr. Hargitay was promising a forthcoming "special report about my mtg with FR *and* FB," it appears Mr. Hargitay was attempting to mask references to Fedor Radmann and Franz Beckenbauer "[i]n order to maintain maximum confidentiality."

Other correspondence suggests Mr. Hargitay was not always consistent in his use of code names. A March 2009 message from Mr. Hargitay to Messrs. Lowy and Buckley stated that "[w]e have just concluded a full day of strategy meetings with F," seemingly a reference to Fedor Radmann.³⁸² The message then discussed potential meetings with certain Executive Committee members, a subject Mr. Hargitay introduced by proposing a date for "a get-together with B," seemingly a reference to Mr. Beckenbauer.³⁸³ Later in the same message, which occurred within the period when Mr. Radmann's subcontract through the Abold firm was being

³⁷⁸ See Part XVI(F)(3).

³⁷⁹ FWC00121911.

³⁸⁰ FWC00121911 (emphasis in original).

³⁸¹ FWC00121911-12 (emphasis added).

³⁸² See FWC00121698.

³⁸³ See FWC00121698.

arranged, Mr. Hargitay wrote, “F and B prefer NOT to contract via the route recommended by you.”³⁸⁴ That language suggests that Mr. Beckenbauer—or “B”—had some interest in Mr. Radmann’s “contract.”

There is further evidence that “F” referred to Fedor Radmann, and that Mr. Hargitay and other bid officials attempted, albeit with limited success, to hide Mr. Radmann’s involvement with Australia 2022. It appears one step taken to disguise Mr. Radmann’s role was to send him email messages in blind copy. In October 2009, Mr. Hargitay noted at the end of a message to Messrs. Lowy, Buckley, and Abold, whose email addresses were listed in either the “To” or “CC” fields of the message: “PS: For the record—I am ALWAYS copying F via bcc.”³⁸⁵ Similarly, Mr. Hargitay mentioned in another October 2009 message to bid officials that he planned to “coordinate with my associate F as well” about some matter, adding, “(I always bcc him in these matters as u know).”³⁸⁶ Notably, a record of a January 2010 message from Australia 2022 General Secretary Ben Buckley to Messrs. Lowy, Hargitay, and Abold, among others, shows that while all of those individuals were listed in either the “To” or “CC” field of the email, one person received the message via “BCC”: Michaela Radmann, the wife of Fedor Radmann.³⁸⁷

When one member of the bid team sent Australia 2022 officials a message in October 2009 that listed Mr. Radmann’s address in a manner visible to all recipients, Mr. Hargitay responded sternly: “Please do not list *Fedor* in the recipient lines!!!! You simply MUST NOT do that. Why? Because you are thus jeopardizing everything.”³⁸⁸

Mr. Hargitay repeated the “jeopardizes everything” phrase months later in a context related to disclosure of information about the bid team’s relationship with Messrs. Radmann and Beckenbauer. On July 9, 2010, the Australian newspaper *The Age* ran a report about the FFA-DFB MOU that relied on “internal documents” including email communications of “FFA lobbyist Fedor Radmann.”³⁸⁹ Contrary to FFA’s prior statements “that Mr Radmann’s assistance to Australia involved offering ‘technical advice,’” the article reported,

FFA documents obtained by *The Age* state that he is responsible for managing the Australian World Cup bid team’s international lobbying “strategy.” The strategy is aimed at convincing FIFA’s 24-member executive committee to support Australia’s bid.

³⁸⁴ FWC00121698.

³⁸⁵ FWC00120751.

³⁸⁶ FWC00120591.

³⁸⁷ FWC00120345.

³⁸⁸ FWC00166506 (italicized emphasis added).

³⁸⁹ FWC00166444-45.

*Mr Radmann is a close associate of FIFA executive committee member Franz Beckenbauer.*³⁹⁰

Mr. Hargitay sent Frank Lowy a message the same day the report was published. He wrote, in relevant part:

F just told me about the email Mo got from those mudslingers at the Age.

I am OUTRAGED!!!!

It is totally impossible for FFA and you NOT to take legal action . . .
!!!! That nasty piece of work *jeopardises everything* we have worked so hard for!!!

. . . .

Franz has now been compromised AGAIN and this will end badly if we don't stop it.³⁹¹

The evidence in the record supports a finding that the bid team tried to mask its relationship with Mr. Radmann and, by extension, a connection to Mr. Beckenbauer. Placing Mr. Radmann's contract within Mr. Abold's, sending Mr. Radmann messages in blind copy, using initials, and issuing warnings about "jeopardiz[ing] everything" when information identifying Mr. Radmann's association with Australia 2022 went public all point to an intent to conceal. Mr. Radmann's close relationship with Mr. Beckenbauer, and the appearance of impropriety the financial arrangement with Mr. Radmann might create, appears to have been the driving force behind the bid team's actions.

Mr. Hargitay continued to try to mask certain facts concerning Mr. Radmann during this inquiry. In response to questions from the Investigatory Chamber,³⁹² Mr. Hargitay distanced himself from Mr. Radmann's consultancy with Australia 2022.

Mr. Hargitay first asserted that he personally played no role in bringing Mr. Radmann aboard the bid team:

As for Mr. Radman, I was advised by Mr Lowy at one stage that he intended to hire him. I was invited to offer an opinion which I was

³⁹⁰ FWC00166444 (emphasis added).

³⁹¹ FWC00119743 (italicized emphases added). Mr. Lowy's response, which rejected Mr. Hargitay's advice "to take legal action," referred to a "meeting with Mohamed," who "gave me the email that F is referring to," suggesting that the "Mo" in Mr. Hargitay's message was a nickname for Mohamed Bin Hammam. *See* FWC00119743.

³⁹² FWC00173331.

unable to provide because I did not know Mr Radmann professionally (nor personally, for that matter). As far as I recall, he was hired more or less around the time we were hired.³⁹³

An email Mr. Hargitay sent Mr. Lowy on December 5, 2010 contradicts that representation. The message referenced “my colleague Fedor” and stated, “*I encouraged you to sign him as you well know.*”³⁹⁴ That language seemingly contradicts Mr. Hargitay’s representation to the Investigatory Chamber that he was “unable to provide” “an opinion” to Mr. Lowy about whether he should “hire” Mr. Radmann.

The Investigatory Chamber also asked Mr. Hargitay whether he and/or ECN “play[ed] any role in proposing or arranging details of Mr. Radmann’s relationship with the Australian bid, including without limitation details concerning the drafting of Mr. Radmann’s contract, the manner in which Mr. Radmann was to be paid, or the submission of invoices related to Mr. Radmann’s fees and expenses.”³⁹⁵ In response, Mr. Hargitay stated:

We had no involvement with Mr Radmann’s contract or his FFA relationship and were not privy to it. All I know is that he was paid a sum that appeared to be significantly higher than what we received. Mr Lowy mentioned the fee to me at one stage, hence my recollection.³⁹⁶

Evidence in the record contradicts that statement by Mr. Hargitay, as well. Far from having “no involvement with Mr Radmann’s contract or his FFA relationship,” Mr. Hargitay appeared to play a significant role in structuring Mr. Radmann’s agreement. A February 2009 memorandum Mr. Hargitay sent Mr. Buckley—along with instructions to “delete after printing”³⁹⁷—summarized recent meetings in Zurich.³⁹⁸ The memorandum, written by Mr. Hargitay on ECN letterhead,³⁹⁹ included a section titled “FR Meeting,” an apparent reference to a meeting with Fedor Radmann.⁴⁰⁰ The first paragraph under the “FR Meeting” heading stated:

We advised our associate of the proposed structure for the contract and he accepted the structure while point[ing] out that the lines of communication must be between him and us, as was planned. He noted that the agreement between him and AA must be between

³⁹³ FWC00173322.

³⁹⁴ FWC00119761-62.

³⁹⁵ See FWC00173331.

³⁹⁶ FWC00173322.

³⁹⁷ FWC00121746.

³⁹⁸ See FWC00121746-49.

³⁹⁹ See FWC00121748-49.

⁴⁰⁰ FWC00121748.

AA's Swiss company and not his German company, which I second to and suggest for consideration. I advised him that Ben would now instruct AA to draw up the contract (based on the draft we submitted to Ben during our visit) and that signing would be swift thereafter. I recommend that I'd receive the draft contract between the two parties for review, after which I shall pass it on to FR for signature. Structurally, any and all communication relating to the work at hand will be between FR and undersigned, as mentioned, while AA will merely have a facilitator function for the agreement and won't be involved in respective operations.⁴⁰¹

When read in context of the other communications in the record, that paragraph shows Mr. Hargitay playing an active role in structuring Mr. Radmann's relationship with Australia 2022 via subcontract with "AA," *i.e.*, Andreas Abold. Mr. Hargitay "advised" Mr. Radmann about the contract, which would be prepared based on a "draft we submitted" so that Mr. Hargitay could "pass it on to FR for signature." For reasons that are unclear, there was a request to structure the contract with Mr. Abold's "Swiss company and not his German company," which Mr. Hargitay deemed appropriate.⁴⁰² Consistent with Mr. Hargitay's later aversion to creating a record of direct communications between Australian football officials and Mr. Radmann, Mr. Hargitay recommended that "lines of communication must be between FR and undersigned, as mentioned."

Other evidence refutes Mr. Hargitay's denial of any involvement concerning "the manner in which Mr. Radmann was to be paid, or the submission of invoices related to Mr. Radmann's fees and expenses."⁴⁰³ Invoices submitted to FFA for reimbursement reveal that in March 2009, Mr. Radmann submitted his travel expenses to FFA for reimbursement under two different company names: "Mavorino Limited" and "ECN."⁴⁰⁴ As noted above, ECN is Mr. Hargitay's company. Moreover, the address listed on the invoice for Mavorino—4 Zinas Kanther Street, 3035 Limassol, Cyprus—is identical to the address for ECN's Cyprus office.⁴⁰⁵

Mr. Radmann's contract was structured in a manner consistent with the goal of maintaining an appearance of distance between Australia 2022 and its consultant. From the emails described above it appears Mr. Hargitay played a central role in designing an arrangement that would assist the bid team. Mr.

⁴⁰¹ FWC00121748.

⁴⁰² One month later, Mr. Hargitay wrote to Mr. Buckley: "F tells me that A now got instructions to absolutely use Munich firm, not Swiss. Am I missing something or has this super[s]eded our talk?" FWC00121526.

⁴⁰³ See FWC00173331.

⁴⁰⁴ See FWC00122510-11.

⁴⁰⁵ See FWC00118935. Mavorino Ltd. was registered in Cyprus (Registration No. C221734) on February 4, 2008 (H.E. 221734). See FWC00179544; FWC00179604. The address is also shared by a Cyprus corporate formation entity, Best Servus Ltd.

Hargitay's answers provided to the Investigatory Chamber are inconsistent with the emails he sent during the bidding process.

6. Mr. Beckenbauer's Interactions with Mr. Radmann During the Bidding Process

As part of this investigation, the Investigatory Chamber asked Mr. Beckenbauer questions about his relationship with Mr. Radmann during the bidding process, including:

- “Please explain any business relationship you had with Radmann or Abold in the period from January 2006 through January 2011.”⁴⁰⁶
- “Were you in touch with Fedor Radmann during the bidding process? If so, please describe the nature of your communications with Fedor Radmann throughout the bidding process.”⁴⁰⁷
- “Did you personally benefit from Fedor Radmann's relationship with the Australia bid? Did you promise your vote to Australia in connection to hiring Radmann (or any other consultant)?”⁴⁰⁸

In response, Mr. Beckenbauer wrote that he had “no business dealings with Andreas Abold or Fedor Radmann whatsoever” between January 2006 and January 2011.⁴⁰⁹ He elaborated:

Yes, I was in contact with Fedor Radmann at the time of the bidding process. The subject of our communication was primarily private matters. Where the bidding process for the 2018 and 2022 World Cups was the subject of our communication, Fedor Radmann tried to convince me of the merits of Australia's bid in his capacity as advisor to Australia's Bid Committee. Besides this, I met Fedor Radmann at various official FIFA events in the course of the bidding process in his capacity as advisor to Australia's Bid Committee and visited the Emir of Qatar with him in October 2009.⁴¹⁰

The record does not support Mr. Beckenbauer's representations. Although an advisor to Australia's bid, Fedor Radmann, together with his wife, Michaela, worked with Mr. Beckenbauer during the bidding process to arrange his meetings with other bid teams. For example, England 2018 official Jane Bateman emailed Mr. Radmann in October 2009 to “arrange a meeting for [Lord Triesman] with Mr

⁴⁰⁶ FWC00185162.

⁴⁰⁷ FWC00185162.

⁴⁰⁸ FWC00185162.

⁴⁰⁹ FWC00174038.

⁴¹⁰ FWC00174038.

Beckenbauer to discuss England 2018,” adding, “I would be grateful if you could let me know if this would be acceptable and if so, when Franz might be available for Lord Triesman to visit.”⁴¹¹ Ms. Radmann responded that “Fedor is travelling,” but “I informed him about your request and he will let you know asap. Likely it will be difficult for Franz, Fedor mentioned. But let’s see what comes out next week.”⁴¹² The Radmanns helped schedule meetings for Mr. Beckenbauer with rival bidders on other occasions as well.⁴¹³

Internal communications indicate that Australia 2022—the only bidder for the 2018 and 2022 events not directly represented on the FIFA Executive Committee—worked closely with Mr. Beckenbauer. When Jack Warner’s assistant requested a “confirmed delegation and itinerary” for the upcoming CONCACAF Congress, Mr. Hargitay provided travel information for himself, his wife, and Messrs. Buckley, Radmann, and Beckenbauer, and noted: “Fedor arrives w[ith] Franz as usual.”⁴¹⁴ Other schedules circulated internally among Australia’s bid team similarly provided the itinerary for Mr. Beckenbauer—and no other Australia 2022 outsider—along with travel schedules for other bid members.⁴¹⁵

It appears Mr. Beckenbauer also was willing to promote the Australia 2022 bid in public. In May 2009, Mr. Hargitay, with Mr. Radmann’s assistance, arranged for CNN to interview Mr. Beckenbauer.⁴¹⁶ Mr. Hargitay sent a CNN reporter ideas for potential questions to ask, and hinted that he had communicated with Mr. Beckenbauer about what topics he was willing to discuss:

Recent rumours that England and the USA are joining forces for the WC Bid are an item [Beckenbauer] may want to offer a comment on.

Please do ask him about this alleged alliance and what he thinks of it (and anything else you wish of course) since he has a vote on the Committee.

And no: I represent neither of the countries, hence there is no conflict for my recommendation; *it’s merely that I know he is happy to “go there.”*⁴¹⁷

Mr. Hargitay forwarded that message to other Australia 2022 officials and noted, “Both interviews are in the best of hands through our friend F.”⁴¹⁸

In his written answers to the Investigatory Chamber’s questions, Mr. Beckenbauer called any suggestion that he profited financially from Mr. Radmann’s

⁴¹¹ FWC00124505.

⁴¹² FWC00124505.

⁴¹³ *See, e.g.*, FWC00124816; FWC00180687-88.

⁴¹⁴ FWC00120025.

⁴¹⁵ *See, e.g.*, FWC00118597-98.

⁴¹⁶ *See* FWC00121262.

⁴¹⁷ FWC00121335 (emphasis added).

⁴¹⁸ FWC00121335.

connection to Australia 2022 “entirely false.”⁴¹⁹ Mr. Beckenbauer also denied that he “pledged his vote to Australia in connection with Fedor Radmann’s appointment” as a consultant to the bid team.⁴²⁰

When asked to disclose to the Investigatory Chamber how he voted on December 2, 2010, Mr. Beckenbauer declined.

7. Conclusion

The sections above suggest efforts by Australia 2022, its consultants, and Mr. Beckenbauer to conceal certain key relationships. Those efforts appear to have begun with the agreement with the German FA and Mr. Buckley’s later attempts to recast its terms. In structuring its contract with Mr. Radmann, Australia 2022 sought to create an appearance of distance between the bid team and Mr. Beckenbauer’s close associate. Mr. Hargitay’s efforts in that regard—as reflected in his contemporaneous email correspondence but denied in his written submission to the Investigatory Chamber—was substantial. Subsequent devices employed by the bid team and its consultants were seemingly aimed at hiding ties with Mr. Radmann while taking advantage of his influence over Mr. Beckenbauer to further the bid strategy. There is a *prima facie* case that Messrs. Radmann and Hargitay violated the bidding and ethics rules that the bid team represented would bind its consultants. Given the bid team’s omission of specific language binding its consultants to FIFA statutes and regulations, the Investigatory Chamber is limited in what action it can take. Recommendations concerning consultants, and specifically Messrs. Abold and Radmann, are addressed later in this Report.⁴²¹

As is publicly known, investigation proceedings against Mr. Beckenbauer related to his lack of cooperation with this inquiry are ongoing. A *prima facie* case also has been established that Mr. Beckenbauer violated substantive ethics provisions. Investigation proceedings on those issues will be incorporated into the ongoing matter.⁴²²

C. Peter Hargitay’s Contacts with FIFA

Before the bidding process, Peter Hargitay worked as a special advisor to FIFA President Blatter.⁴²³ When Mr. Hargitay, through his company ECN, was retained as a consultant to England’s bid in November 2007, England’s FA announced he would step down as an advisor to President Blatter at the end of the year “in order to avoid any conflict of interest.”⁴²⁴

⁴¹⁹ FWC00174038.

⁴²⁰ FWC00174034.

⁴²¹ *See* Part XVI(F)(3).

⁴²² *See* Part XIV(2)(a).

⁴²³ *See* FWC00182662-63.

⁴²⁴ *See* FWC00180518.

Mr. Hargitay joined England's bid having already announced that whichever bid hired him would benefit from his relationship with the FIFA President. A November 9, 2007 article in the Financial Times quoted Mr. Hargitay as stating the following:

Forget marketing, forget promotion. . . . The target audience is not the world. The executive committee of Fifa is 24 men, one of whom is Sepp Blatter. . . . *It's very important, you know, to be close to Blatter, to make sure he values the bid that comes his way. I don't think that in the consulting business anybody has better access and better knowledge of the 24 men than Markus [Siegler] and me.* We have built a level of trust with a lot of them. Over the years you develop, you might even say, friendships.⁴²⁵

England severed ties with Mr. Hargitay and ECN in May 2008.⁴²⁶ According to England bid team official Jane Bateman, the England FA terminated Mr. Hargitay's employment because Mr. Hargitay sought high fees, an expanded managerial role, and the hiring of specific personnel, including Fedor Radmann.⁴²⁷ Another England 2018 official, Simon Johnson, attributed Mr. Hargitay's departure to a change in management, recalling that when the England bid team's new CEO insisted that all bid consultants go through a formal tender process, Mr. Hargitay—whom the prior CEO had appointed—refused to participate.⁴²⁸

Mr. Hargitay then joined Australia's bid. FFA hired Mr. Hargitay's company ECN in December 2008 to provide the bid with "lobbying and consulting services," including "targeted lobbying within the body of the FIFA Executive Committee."⁴²⁹ Mr. Hargitay, who on one occasion boasted to an Australia 2022 official of his "8 years INSIDE FIFA,"⁴³⁰ communicated with President Blatter, Secretary General Valcke, and other FIFA officials about bidding-related issues throughout the bidding process.⁴³¹

1. *Mr. Hargitay's Emails with the FIFA President and Secretary General Denigrating Other Bids*

Bid Registration Rule 11.4 prohibited the bid teams and their respective member associations from "making any written or oral statements of any kind, whether adverse or otherwise, about the bids or candidatures of any other member association which has expressed an interest in hosting and staging the

⁴²⁵ See FWC00180576 (emphasis added.)

⁴²⁶ See, e.g., FWC00184423.

⁴²⁷ See FWC00184423-25.

⁴²⁸ FWC00184513-14.

⁴²⁹ FWC00118806; FWC00118820; FWC00121927.

⁴³⁰ See FWC00120789.

⁴³¹ See FWC00182661-62; FWC00182776-77.

Competitions.”⁴³² Exempted from that prohibition were “any statements to FIFA in relation to inappropriate conduct from such other member associations.”⁴³³

In several cases, Secretary General Valcke took action on FIFA’s behalf to address alleged Rule 11.4 violations.⁴³⁴ In one such instance, Secretary General Valcke instructed a bid team “to refrain from making any such or similar statements in relation to the other bidding member associations in the future” and warned that “[s]hould FIFA become aware of any similar incident in [the] future, we will have no other option than to report this to the FIFA Ethics Committee.”⁴³⁵

Mr. Hargitay was bound by that and other bidding regulations and rules of conduct. As FFA acknowledged in a July 2, 2010 letter to FIFA, “All FFA personnel *and consultants* are required to comply with . . . FIFA regulations.”⁴³⁶ The Investigatory Chamber asked Mr. Hargitay whether he or anyone else associated with Australia’s bid made “any written or oral statements to any individual on the FIFA Executive Committee (defined to include the FIFA ExCo members, Vice Presidents, Secretary General, and President) criticizing the bid or candidature of any competing” bid.⁴³⁷ Mr. Hargitay responded as follows:

I would certainly have made oral comments about competing bids to several of the parties you have listed and if anybody of any bid told you that they did not, then that is not credible. We all—all bidders and their teams of advisers—regularly reviewed what the other bids were doing. It was an obvious and necessary process to see where the competition was heading. *What I can assure you of, is that neither I nor anybody who worked with me, would have intentionally or broadly criticised another bid.*”⁴³⁸

The record demonstrates, however, that Mr. Hargitay “intentionally or broadly criticised” other bids in written communications to both President Blatter and Secretary General Valcke. Notably, in an email to President Blatter sent November 15, 2010 under the subject line “Truly personal and private,” Mr. Hargitay set forth a list titled “**Ten points why FIFA should disqualify the Qatar Bid (not merely delay the vote)**.”⁴³⁹ Mr. Hargitay’s list included the following points:

3) The CIA World Fact Book says this: . . . Natural hazards: haze, dust storms, sandstorms are common Environment - current issues:

⁴³² FWC00164598; *see also* FWC00114510.

⁴³³ FWC00114510.

⁴³⁴ *See, e.g.*, FWC00000245; FWC00118346-47; FWC00118371-72.

⁴³⁵ FWC00000245.

⁴³⁶ FWC00118325-26 (emphasis added).

⁴³⁷ FWC00173332.

⁴³⁸ FWC00173323 (emphasis added.)

⁴³⁹ FWC00170465-66 (emphasis in original).

limited natural fresh water resources are increasing dependence on large-scale desalination facilities

5) What will **FANS** do between games? Which fan will go to the beach (what beach?) when it is 51 degrees Centigrade? Where will fans go at night? What beer will FIFA Partner Budweiser sell? Where will fans GO? What will fans DO for entertainment?

10) Are the pressures of the past worth sullyng and denigrating your own legacy as a true visionary and a deeply human leader who loves the game as you do?⁴⁴⁰

Later in the message, Mr. Hargitay wrote, “[I]f you ask the Members to vote whether or not to disqualify Qatar, you will find a majority by your side. And those who were corrupted will be outed. Publicly.”⁴⁴¹ There is no record of any response from President Blatter.

Mr. Hargitay forwarded or blind-copied that communication to Australia 2022 Chairman Frank Lowy, who replied to Mr. Hargitay: “Peter, great piece should help JB”—seemingly a reference to President Blatter’s initials—“FIFA and ourselves. Well done. Frank.”⁴⁴²

The language quoted above, and Mr. Hargitay’s steps to share the “[t]ruly personal and private” message to President Blatter with Mr. Lowy, demonstrate that Mr. Hargitay tried to advance the Australia bid by undermining Qatar’s candidacy. Mr. Hargitay’s email to a voting member of the FIFA Executive Committee contravened Bid Registration Rule 11.4. The record of that communication also contradicts Mr. Hargitay’s representation to the Investigatory Chamber, in response to written questions, “that neither I nor anybody who worked with me, would have intentionally or broadly criticised another bid.”⁴⁴³

Mr. Hargitay’s November 15, 2010 email to President Blatter was one of many communications he sent the FIFA President or Secretary General that appeared to denigrate competing bidders or bid nations. On November 17, 2010, for example, Mr. Hargitay stated in an email to President Blatter and Secretary General Valcke, “[I]f I read and re-read this utter baloney about Qatar ‘making history’ (sure, history of a FIFA melt-down), I am slowly but steadily starting to loose [*sic*] it.”⁴⁴⁴

⁴⁴⁰ FWC00170466 (emphases in original).

⁴⁴¹ FWC00170466

⁴⁴² FWC00119784.

⁴⁴³ FWC00173323.

⁴⁴⁴ FWC00171061; *see also* FWC00170297-98; FWC00171199; FWC00171076-79; FWC0017214-15.

Although Mr. Hargitay sent the above-described emails directly to President Blatter and Secretary General Valcke—the latter being responsible for vetting complaints for the Ethics Committee at that time—the Investigatory Chamber has found no evidence that either Mr. Hargitay or Australia 2022 was reprimanded, referred to the Ethics Committee, or otherwise held accountable for Mr. Hargitay’s comments regarding other bids, including his attempts to disqualify Qatar from the bidding process. While no provision required reporting of bidding-rule violations, the apparent lack of any formal rebuff of such emails from Mr. Hargitay gave at least an appearance that Mr. Hargitay exerted improper influence over FIFA officials. Mr. Hargitay reinforced the appearance of impropriety when he forwarded evidence of his “inside” access to others on Australia’s bid team.

FIFA and FFA cooperated fully in providing the emails discussed above to the Investigatory Chamber. In contrast, Mr. Hargitay denied having denigrated other bid teams, thus establishing a *prima facie* case that he failed to provide this chamber with complete and truthful information, although as noted above, formal investigation proceedings will not go forward against Mr. Hargitay at this time.⁴⁴⁵

2. Mr. Hargitay’s Access to the FIFA Ethics Committee

Mr. Hargitay also used a contact to obtain confidential information from the FIFA Ethics Committee. On January 7, 2009, FIFA Ethics Committee member Les Murray forwarded Mr. Hargitay an email he had sent to the Chair of the Ethics Committee, Sebastian Coe, asking to discuss potentially investigating certain conduct by England’s bid team.⁴⁴⁶ Mr. Hargitay then forwarded the email to Australia 2022 Chairman Frank Lowy along with the message: “Boom. Here we go:):)”⁴⁴⁷

The following month, Mr. Hargitay urged Australia 2022 General Secretary Ben Buckley to appoint Mr. Murray as a “bid Ambassador.”⁴⁴⁸ In support of his recommendation, Mr. Hargitay wrote: “His position within the Ethics Committee well considered (I don’t believe that it is a problem at all, also considering Englishman Seb Coe’s position and that of several ExCo Members whose countries are bidding), I recommend that you’d approach him upon his return from Zurich and formally invite him to ‘join the team.’”⁴⁴⁹

3. Conclusion

The email communications show that Mr. Hargitay, who had a lucrative contract with the Australian bid team, executed his strategy of using his purported

⁴⁴⁵ See Part XVI(F)(3).

⁴⁴⁶ See FWC00121919-20.

⁴⁴⁷ FWC00121919-20.

⁴⁴⁸ FWC00121777.

⁴⁴⁹ FWC00121777.

relationship with President Blatter and other high-ranking FIFA officials to create the appearance that he was influencing the bidding process. His communications with FIFA officials reflect inappropriate denigration of other bids and show that he obtained confidential internal FIFA Ethics Committee correspondence. That misconduct was exacerbated when he forwarded those communications to the bid team members in order to demonstrate his “insider” status. His actions gave the appearance, at least to his employer, that he was improperly influencing the process.

D. Football Development

1. OFC Funding

In 2006, FFA left the Oceania Football Confederation (“OFC”) to join the Asian Football Confederation (“AFC”).⁴⁵⁰ As part of its exit plan, FFA entered into a memorandum of understanding with OFC in which it agreed to provide ongoing financial support for an OFC technical director for the next four years (the “2006 MOU”).⁴⁵¹

Especially after losing Australia, OFC lacked resources relative to other confederations.⁴⁵² According to OFC General Secretary Tai Nicholas, he and OFC President Reynald Temarii asked “anybody and anyone if they could assist Oceania. And in exchange, . . . what mutual benefit there could be for you.”⁴⁵³

Mr. Temarii’s position as a voting member on FIFA’s Executive Committee during the bidding process provided an opportunity to seek additional support for the confederation from bidding nations,⁴⁵⁴ particularly Australia.⁴⁵⁵ Public reports have alleged that Mr. Temarii requested specific benefits from the Australian bid team.⁴⁵⁶ Former Australia 2022 officials confirmed to the Investigatory Chamber that Mr. Temarii sought various forms of assistance for OFC, including the TV rights to A-League matches in the Oceania region; permission add a team from OFC to the A-League; Hyundai vehicles for football federations in every OFC nation except New Zealand; and funding for new OFC headquarters.⁴⁵⁷

While it was not clear whether and if so to what extent those requests were ultimately granted,⁴⁵⁸ email correspondence from May 2010 indicates that the FFA

⁴⁵⁰ See FWC00182118.

⁴⁵¹ See FWC00181974; FWC00182184; FWC00182262; FWC00182118.

⁴⁵² See FWC00182298; FWC00182300-02; FWC00182314.

⁴⁵³ FWC00182314.

⁴⁵⁴ See FWC00181975-76; FWC00184707-08.

⁴⁵⁵ See FWC00182313; FWC00182316.

⁴⁵⁶ See, e.g., FWC00185042-44; FWC00185045-46.

⁴⁵⁷ See FWC00182186-87; FWC00181975-76; FWC00182312-13.

⁴⁵⁸ See FWC00182319-20; FWC00181976-77.

agreed to provide some of the items on Mr. Temarii's wish list.⁴⁵⁹ A May 26, 2010 email from Mr. Nicholas to Australia 2022 General Secretary Ben Buckley, copying Mr. Temarii, referenced a February 2010 meeting in which Mr. Lowy told Mr. Temarii that FFA would "pay the AUD \$600,000 in one lump sum in June 2010 instead of over 4 years," with half the funds to be used for "the FIFA Goal Office Project in Tahiti," and the other half to for "the new OFC Headquarters in Auckland."⁴⁶⁰ The message noted that the payment was to be given on top of a recurring AU\$150,000 "for the OFC Technical Director," which would "be paid as usual."⁴⁶¹ In addition to the assistance it received pursuant to the 2006 MOU and Mr. Temarii's aforementioned requests, OFC secured benefits from Australia through two additional agreements signed during the bidding process.⁴⁶² In June 2009, the Australian government pledged to commit up to AU\$4 million through AusAID over three years, beginning July 1, 2009, for a "Just Play" program in select primary schools and communities.⁴⁶³ OFC confirmed that it received the amount of funds pledged.⁴⁶⁴

Mr. Nicholas acknowledged that OFC viewed Mr. Temarii's World Cup vote as an opportunity to obtain funding that would benefit OFC,⁴⁶⁵ and that financial support from the Australian government factored into the OFC Executive Committee's decision to vote for Australia for 2022.⁴⁶⁶ Statements made to undercover newspaper reporters during the bidding process corroborate Mr. Nicholas's statements. One member of the OFC Executive Committee, Ahongalu Fusimalohi,⁴⁶⁷ was recorded stating that Mr. Lowy was "able to get [the OFC] eight million Aussie dollars through the Australian government," and that OFC would therefore support Australia's bid.⁴⁶⁸ During his own conversation with undercover reporters on September 24, 2010, Mr. Temarii was asked whether Australia 2022 was "doing anything for you football-wise," Mr. Temarii responded, "[T]hey do, but it's peanuts. . . . If I compare with the proposal coming from the other bidders, it's nothing. Nothing. . . . But, even with this small amount, I will vote for them."⁴⁶⁹

Within OFC, Mr. Temarii was candid about the link between a vote for Australia and obtaining valuable development support for OFC. On November 29, 2010, while deciding whether to appeal his one year suspension from the FIFA Executive Committee—and thus preclude OFC from voting on December 2—Mr.

⁴⁵⁹ See FWC00119563-64.

⁴⁶⁰ FWC00119563.

⁴⁶¹ FWC00119563.

⁴⁶² See FWC00173839-42; FWC00173843-67.

⁴⁶³ See FWC00173841.

⁴⁶⁴ See FWC00173818; FWC00173822-26; FWC00182311-12.

⁴⁶⁵ See FWC00182313.

⁴⁶⁶ See FWC00182316.

⁴⁶⁷ See FWC00172046.

⁴⁶⁸ See FWC00172129-32.

⁴⁶⁹ FWC00172346.

Temarii called an informal OFC Executive Committee meeting.⁴⁷⁰ According to a contemporaneous account by an OFC member who attended the meeting, Mr. Temarii expressly connected the outcome of the vote to the aid that would flow to OFC. According to the message, Mr. Temarii “explained he will likely not appeal the decision. He said that if he did, we would lose the 2nd Dec vote and *we would miss out on important assistance for the region.*”⁴⁷¹ It thus appears Mr. Temarii believed OFC’s receipt of “important assistance” was contingent on his World Cup vote.

In addressing the issue of OFC funding discussed above, FFA highlighted to the Investigatory Chamber the Australian government’s history of supporting the region, and stated that FFA felt obligated to support OFC financially when it left the confederation in 2006.⁴⁷² FFA conceded that there was “no question” Mr. Temarii “sought to capitalise on the fact that we were bidding for the World Cup to obtain increased support for football development projects in OFC,” and that in providing support, FFA “also sought to present ourselves favourably in the region, confirm the expected support of the OFC.”⁴⁷³ In a theme echoed by other bidders during this inquiry, FFA also cited the “football development” guidelines to justify payments driven by the desire to provide a benefit to a voting Executive Committee member, stating it intended to “use this contribution [to OFC] in [FFA’s] Bid Book as one of our tangible examples of meeting the bidding criterion in this area.”⁴⁷⁴

Evidence indicates that Mr. Temarii sought to leverage his status as a member of the Executive Committee to obtain financial support for OFC from a bidding nation, Australia. While there is no evidence that Mr. Temarii intended this for personal gain, his requests and Australia’s acquiescence helped create the appearance that benefits were conferred in exchange for a vote, thus undermining the integrity of the bidding process.

2. CONCACAF and the Center of Excellence

OFC was not the only confederation to benefit from the FFA’s view of the “football development” requirement. On or about September 23, 2010, FFA transferred AUD \$500,000 (approximately USD \$462,200)⁴⁷⁵ to a bank account purportedly controlled by CONCACAF. The money was intended to benefit the Center of Excellence (“COE”) sports facility in Trinidad and Tobago. Subsequent investigation by the CONCACAF Integrity Committee (the “Integrity Committee”) revealed numerous irregularities associated with CONCACAF’s finances, including that the funds that the FFA provided were accounted for neither in CONCACAF’s

⁴⁷⁰ See Part X(G)(3).

⁴⁷¹ FWC00173730-31 (emphasis added.)

⁴⁷² See FWC00180631.

⁴⁷³ FWC00180631.

⁴⁷⁴ FWC00180631.

⁴⁷⁵ All currency conversions in this Report are calculated based on the conversion rates during the relevant period.

general ledger nor on its financial statements, and that CONCACAF President Jack Warner “comingled his personal funds in the same account to which the FFA payment was deposited.”⁴⁷⁶ The Integrity Committee was therefore unable to determine how FFA’s funds were spent. For these reasons, the Integrity Committee concluded that Mr. Warner obtained FFA’s donations by fraud and misappropriated the funds for his personal use.⁴⁷⁷

The CONCACAF investigation did not examine the activities of FFA or the members of the Australian bid team in connection with the AU\$500,000 payment.⁴⁷⁸ In April 2013, FFA issued a statement defending its actions:

This funding related to the mandatory FIFA World Cup bidding criteria. FFA was required to demonstrate its credentials in the area of international development. . . . All [funding was] reported to the Australian government. The funds were allocated from FFA’s international football development budget at the time and were not part of government funds provided to the World Cup bid.⁴⁷⁹

FFA’s attempt to again shield its conduct behind a “mandatory bidding criteria” is inconsistent with both the plain language of the bidding requirements for football development and the facts the Investigatory Chamber’s inquiry uncovered.

FFA consultant Peter Hargitay highlighted his relationship with Mr. Warner, who in addition to serving as CONCACAF’s President was also a Vice President on the FIFA Executive Committee, to Australian bid officials. A November 2009 message from Mr. Hargitay is illustrative. Mr. Hargitay forwarded Australia 2022 General Secretary Ben Buckley and other bid officials an email from Mr. Warner disclosing rather innocuous information concerning England’s bid team, and he wrote in his cover message, “How good is our relationship with Jack?????????”⁴⁸⁰ Publicly, too, Mr. Hargitay was perceived as having influence over Mr. Warner. An October 2010 report, for example, noted that “Hargitay is considered close to controversial FIFA committee member Jack Warner, who is from Trinidad and wields huge power in Caribbean football circles.”⁴⁸¹

The Center of Excellence is a complex of sports facilities, including Marvin Lee Football Stadium.⁴⁸² Although Mr. Warner presented the COE to Australian football officials and others as being owned by and associated with CONCACAF,⁴⁸³

⁴⁷⁶ FWC00173582; *see* FWC00173544-687.

⁴⁷⁷ *See* FWC00173648-49.

⁴⁷⁸ *See* FWC00173648-49.

⁴⁷⁹ FWC00184353.

⁴⁸⁰ FWC00120468; *see also* FWC00120878-79; FWC00121812-13; FWC00120458-60; FWC00120379-81; FWC00120364-65.

⁴⁸¹ FWC00180527.

⁴⁸² *See* FWC00173573.

⁴⁸³ *See, e.g.*, FWC00119705; FWC00181997; FWC00173648-49.

he in fact held title to the land through companies unrelated to CONCACAF that he controlled.⁴⁸⁴ Evidence produced in this inquiry demonstrates that Mr. Warner used his status as an Executive Committee member to pressure bidding nations for favors and other benefits, as his multiple requests for favors from the English bid team demonstrate.⁴⁸⁵ When Mr. Warner sought financial support for a purported stadium upgrade at the COE in Trinidad, Mr. Hargitay acted to bring that request to the Australian bid team and broker a deal.⁴⁸⁶

Mr. Warner suggested through Mr. Hargitay that FFA provide financial support for the upgrade of the football stadium at the “CONCACAF” Center of Excellence.⁴⁸⁷ According to design plans, the project would, among other renovations, expand the stadium’s seating capacity from 1,250 to 10,000 seats, replace the roof, expand and upgrade a media facility and VIP lounge, build a new parking garage, and install new flood lights.⁴⁸⁸

Members of the Australian bid team, including Mr. Hargitay, traveled to Trinidad three times in 2010 in connection with the COE development project.⁴⁸⁹ In August, a delegation comprising Head of International Relations and Corporate Affairs John Boulton, International Development Manager Sam Hemphill, and Australian infrastructure consultant Tom Sloane visited the Center of Excellence to assess the feasibility of and costs associated with the stadium upgrade.⁴⁹⁰ The group met with Mr. Warner, Center of Excellence CEO Ken Emrith, a local project engineer named Derek Hamilton, and other CONCACAF and COE representatives.⁴⁹¹

In an interview with the Investigatory Chamber, Mr. Boulton described an incident from the August trip that highlights the suspect nature of the COE funding request and the warning signs known to the bid team. During the trip, Mr. Boulton and the other members of the Australian delegation toured the Center of Excellence, while discussing what Messrs. Emrith, Hamilton, and Warner estimated that the project would cost—approximately \$5 million.⁴⁹² Mr. Boulton recalled that the Australian delegation was “taken to a Chinese restaurant for lunch with Jack Warner,” who then left before the meal ended.⁴⁹³ Shortly thereafter, Mr. Boulton said, Mr. Emrith asked to speak privately with Mr.

⁴⁸⁴ See FWC00173645; FWC00173574-75.

⁴⁸⁵ See Part VII(A).

⁴⁸⁶ See FWC00173324; FWC00182132; FWC00182200-01.

⁴⁸⁷ See FWC00173324.

⁴⁸⁸ See FWC00173503-04.

⁴⁸⁹ See, e.g., FWC00173257 (May 2010); FWC00119710 (August 2010); FWC00173243 (September 2010).

⁴⁹⁰ See FWC00173492; FWC00182205.

⁴⁹¹ See FWC00173492; FWC00173494.

⁴⁹² See FWC00182241-42.

⁴⁹³ FWC00182239-40.

Boulton.⁴⁹⁴ According to Mr. Boulton, Mr. Emrith then “said, ‘[L]ook, we need the \$5 million for development *before the bid*,’” meaning before the December 2, 2010 World Cup vote.⁴⁹⁵ In response, Mr. Boulton said, he explained to Mr. Emrith that Australia would not provide any “money apart from money that might come out of the existing government support in the Caribbean,” and that before requesting those funds for COE upgrades “we have to do this planning and design exercise so that we can see whether this is something we can put up to the government.”⁴⁹⁶ Mr. Boulton said he later told Mr. Buckley that while “they pushed for money before the bid,” he had told them “it’s not going to happen.”⁴⁹⁷

After the August trip, Mr. Emrith and the local project engineer, Derek Hamilton, continued pressuring the Australians to transfer funds. On August 31, 2010, Mr. Hamilton emailed the Australian infrastructure consultant, Mr. Sloane, copying Messrs. Warner and Emrith, and proposed that “the disbursement be in two parts: 1. Immediately 2. By the end of September 2010.”⁴⁹⁸ Two days later, Mr. Emrith wrote to Mr. Boulton to ask “how soon the transfer could be arranged,” explaining that he wanted “to begin construction on October 1st” and needed to make a “guaranteed payment . . . for the preliminary works.”⁴⁹⁹

According to Mr. Boulton, the Australian bid team agreed—over Mr. Boulton’s dissent⁵⁰⁰ and despite knowing of Mr. Boulton’s experience in Trinidad⁵⁰¹—to provide AU\$500,000 for a project plan and design for the stadium upgrade, in addition to the costs FFA paid its infrastructure consultant.⁵⁰² According to FFA’s senior management, because the stadium upgrade project still lacked the necessary “development” aspects for Australian government funding, FFA paid AU\$500,000 from its own bid funds⁵⁰³—contrary to FFA’s spokesperson’s representation in response to the CONCACAF Integrity Committee report as cited above.⁵⁰⁴

In a letter to Warner on September 15, 2010, FFA sought to “reaffirm [FFA]’s ongoing support for and commitment to the development of the CONCACAF Centre of Excellence.”⁵⁰⁵ The letter confirmed that FFA would “now provide AU \$500,000 (attaching a bank draft in the US Dollar equivalent) to ensure the project is able to

⁴⁹⁴ See FWC00182240.

⁴⁹⁵ FWC00182240 (emphasis added).

⁴⁹⁶ FWC00182240.

⁴⁹⁷ FWC00182244.

⁴⁹⁸ FWC00173527.

⁴⁹⁹ FWC00119707.

⁵⁰⁰ See FWC00182217-18.

⁵⁰¹ See FWC00182245.

⁵⁰² See FWC00182212; FWC00182217-18.

⁵⁰³ See FWC00182211-12; FWC00181995.

⁵⁰⁴ See FWC00184353.

⁵⁰⁵ FWC00122146-47.

commence immediately.”⁵⁰⁶ That amount was “specifically for the preliminary work required for the development of the CONCACAF Centre of Excellence,” including, for example, “consultants, project management, design and construction briefs prior to the commencement of construction.”⁵⁰⁷ In addition to the immediate payment of AU\$500,000, FFA promised to provide an additional AU\$4.5 million beginning in early 2011, to be paid in “installments in accordance with the project’s cash flow requirements.” The \$4.5 million contribution was subject to approval by the Australian government.⁵⁰⁸

On September 16, 2010, Mr. Emrith sent Messrs. Boulton and Hemphill wiring instructions for a bank account in the name of CONCACAF.⁵⁰⁹ FFA wrote a check for AU\$500,000 to CONCACAF,⁵¹⁰ which Mr. Hargitay personally delivered, along with the September 15 letter, to Mr. Warner in Trinidad.⁵¹¹ The check was deposited into a bank account in Trinidad on or about September 23, 2010.⁵¹²

The AU\$500,000 check and pledge of an additional AU\$4.5 million beginning in 2011 were not enough to ensure the proper result according to Mr. Hargitay, who pressed Australia 2022 to provide additional funding before the December 2010 vote. On October 12, less than a month after the AU\$500,000 payment was made, Mr. Hargitay wrote to Mr. Boulton, copying Mr. Lowy:

Where are we with Centre of Excellence funding? I just received a pretty dismal email from J[ack Warner] who says that the project is about to collapse as a result of funds.

Can we assi[s]t with a second tranche? If so, when?

We cannot afford to lose out. Not now.

Please advise.⁵¹³

Mr. Boulton responded that he was “[a] bit confused” given that the September 15, 2010 commitment letter to Mr. Warner, which Mr. Boulton attached to his message, was “specific about timing of support.”⁵¹⁴ Mr. Hargitay followed up with more explicit warnings about the consequences further delaying the payments would have on Australia’s bid:

⁵⁰⁶ FWC00122146-47.

⁵⁰⁷ FWC00122146-47.

⁵⁰⁸ FWC00122146-47.

⁵⁰⁹ See FWC00173541-42.

⁵¹⁰ See FWC00173543.

⁵¹¹ See FWC00182210; FWC00173243; FWC00182131-32.

⁵¹² See FWC00173582.

⁵¹³ FWC00122148.

⁵¹⁴ FWC00122139.

That's all good and lovely theory, John.

Jack will not wait until January for installments to flow.

He'd rather cancel the entire project than be unable to continue work.

We are in October, John, which means that the Centre has to stall all work for three months at least.

It is quite lovely to submit a schedule but it is quite useless to stick to our own suggestions if they fail to satisfy the needs on location.

In the interest of our collective work, I invite you with some urgency, to review the scheduled payment plan and make another tranche available rather yesterday than tomorrow.

The initial AUD 500 have been recognised as support *but certainly will not do the trick.*

Suggest we replace bureaucracy and our own approach by the reality we are faced with.

And that reality is certainly not served by a protracted approach that will kick in in January.

We have a matter at hand that needs to be recognised. It appears to me that the urgency is not being recognised.

*I'd hate to loose [sic] because we put bureaucracy before pro-action.*⁵¹⁵

In late 2010 and early 2011, Mr. Boulton and other Australia 2022 officials tried to follow up with Mr. Hamilton or Mr. Emrith to discuss the status of the project plan and design.⁵¹⁶ Mr. Emrith represented that he was “no longer with CONCACAF”—and that he “spoke to Mr Warner who advised that previous meetings have been held on this same matter and that no useful purpose will be served in any future meetings.”⁵¹⁷ Mr. Hamilton did not respond to FFA's inquiries.⁵¹⁸ Australia did not provide any additional funding to the COE.⁵¹⁹

⁵¹⁵ FWC00122134 (emphases added); *see also* FWC0012134-38; FWC00182215.

⁵¹⁶ *See* FWC00182259-60; FWC00128256.

⁵¹⁷ FWC00128256.

⁵¹⁸ *See* FWC00182260.

⁵¹⁹ *See* FWC00180631-32.

Mr. Warner, the longest serving member of the FIFA Executive Committee, resigned from that position and as President of CONCACAF in June 2011 amid allegations that Mohamed Bin Hammam had paid cash bribes to delegates to a CFU conference Mr. Warner had organized.⁵²⁰ Subsequently, as discussed above, the CONCACAF Integrity Committee's investigation revealed widespread misconduct by CONCACAF officials, including Mr. Warner.

With respect to the COE, the report uncovered, among many other irregularities, that Mr. Warner actually owned the parcels of land on which the COE was built.⁵²¹ It also found that Mr. Warner had formed partnerships and opened personal accounts in names that included "Concacaf" and "Center of Excellence," then used those accounts to receive funds intended for the COE.⁵²² Mr. Warner mortgaged the COE property at least twice, yet no records related to how he spent the loan proceeds could be located.⁵²³ Throughout this period, which spanned 1995 to 2011, Mr. Warner represented that the COE was owned by CONCACAF.

The Integrity Committee also found that "on or around September 23, 2010, FFA provided \$462,000 [USD] to CONCACAF to support an upgrade . . . of the COE. These funds were provided through Australia's International Football Development program in connection with its 2022 World Cup bid."⁵²⁴ The fate of the FFA funds was consistent with what the CONCACAF investigation revealed was a pattern of fraud and misappropriation by Mr. Warner. While FFA wrote a check to CONCACAF, the funds were comingled in an account with Mr. Warner's personal funds.⁵²⁵ The funds were neither accounted for in the CONCACAF general ledger nor reported as income in the CONCACAF's financial statements.⁵²⁶

FFA's defense of its AU\$500,000 payment has consistently been that (1) this was football-development funding consistent with, if not required by, FIFA guidelines; and (2) FFA had no way of knowing Mr. Warner was misappropriating the funding because by all indications, COE was owned by CONCACAF.⁵²⁷ The first argument is a misstatement of the bidding guidelines; the second is for the most part irrelevant to an examination of the propriety of the payment.

As discussed above, the football-development requirements called for each Bid Book to "describe in detail the manner in which the Bid Committee intends to ensure that the hosting and staging of the FIFA World Cup™ will contribute to the development of football in the Bidding Country as well as worldwide in a

⁵²⁰ See FWC00173558; FWC00174125-29.

⁵²¹ FWC00173575.

⁵²² FWC00173577-78.

⁵²³ See FWC00173585.

⁵²⁴ FWC00173581.

⁵²⁵ FWC00173581.

⁵²⁶ FWC00173581.

⁵²⁷ See FWC00180630-32; FWC00181997-98; FWC00182001-02; FWC00182125; FWC00182129-32.

sustainable manner and in alignment with FIFA's permanent activities and initiatives in this field."⁵²⁸ Australia is not alone in attempting to distort this requirement that bid teams propose worthwhile legacy development projects to justify "investments" aimed at benefiting Executive Committee members and their home countries.⁵²⁹

Standing alone, such conduct is wrong because it creates at least the impression that the benefit was provided for an improper purpose. In this case, evidence in the record indicates that a desire to influence Mr. Warner's vote in the Australian bid's favor motivated this contribution to the COE.

Mr. Boulton's experience in Trinidad when Mr. Emrith expressly stated that they needed the "football development" money "before the bid" evinced a view by at least Mr. Warner that the money was linked to his vote. Moreover, Mr. Hargitay spelled out the connection between the timing of the payments and what he described as "*our collective work*," even warning "that reality" was "not served by a protracted approach that will kick in in January"—*i.e.*, after the FIFA Executive Committee's December 2010 decision.

The Investigatory Chamber asked Mr. Hargitay to describe any role he played "in discussions or decisions concerning funding or other payments for the Center for Excellence in Trinidad & Tobago or any related project, including without limitation any role you played in discussions or decisions concerning the timing of such funding or other payments."⁵³⁰ In response, Mr. Hargitay asserted:

As to my role in the Warner matter, it was I who first listened to his request for support of the CONCACAF Centre of Excellence, which request I subsequently shared with the FFA, Mr. Lowy and Ben Buckley and finally Mr John Boulton [sic] who was in charge of international relations at the FFA. Given the Australian Government's initiative to support the Caribbean Region . . . with funding of socially relevant projects, the FFA felt that it was in the interest of Australia's legacy to offer support to CONCACAF.⁵³¹

There is no acknowledgment in Mr. Hargitay's response of his admonitions regarding the timing of the funding for this particular "socially relevant project"—namely, his linking of the payment with Australia's chance of success in the bidding competition.⁵³²

⁵²⁸ FWC00003929.

⁵²⁹ *See, e.g.*, Parts X(C), VII(A).

⁵³⁰ FWC00173329.

⁵³¹ FWC00173324.

⁵³² Mr. Hargitay's written response went on to say that "[f]or the avoidance of any doubt, . . . Warner made it clear to me and I in return to Lowy, that he was NOT going to vote for Australia in the first round, no matter what, nor in any other round as long as the USA were in the running," and that

The record provides significant evidence that the AU\$500,000 was paid with the intention of influencing Mr. Warner's World Cup vote. Australia's bid team perceived the payment as a benefit for Mr. Warner, as did Mr. Warner himself. Whether the bid team knew Mr. Warner would later misappropriate the money or that the COE project itself was designed for such purposes by Mr. Warner does not change these facts.

3. *The U-20 Trinidad and Tobago Team's visits to Cyprus*

On June 30, 2010, the Australian newspaper *The Age* reported that FFA had "paid for a Caribbean football team linked to FIFA Vice President Jack Warner to travel to Cyprus last year."⁵³³ Later that day, FIFA sent FFA a letter requesting more information about that report and about other allegations concerning Australia's bid team.⁵³⁴ Australia 2022 General Secretary Ben Buckley responded to FIFA on July 2:

Australia's U-20 team was invited to a four nation tournament in Venezuela. Given that Australia would therefore be in the vicinity of Trinidad, which had, like Australia, qualified for the FIFA U-20 World Cup, Australia committed to playing a match against Trinidad and Tobago in Trinidad in conjunction with that tournament. It transpired that the Australian team then did not travel to Venezuela (as the tournament organiser could not confirm the tournament in time) and travelled instead to Argentina for a tournament. The FFA considered sending the team from Argentina to Trinidad to meet the commitment to play the match, but because of the expense and flight timetable difficulties, it was agreed between the Trinidad and Tobago FA and the FFA, that the two countries would instead play in Cyprus, where Australia was in training camp just prior to the FIFA U-20 World Cup. Trinidad and Tobago had to make a special detour on its route from London to Egypt to travel to Cyprus for this, and FFA contributed to their expenses, in line with the commitment FFA had made for its team to play the Trinidad and Tobago team.⁵³⁵

That explanation omitted key details about how FFA came to cover the Trinidad & Tobago team's costs.

Warner would consider Australia only "in the event the USA had dropped out" before the final round of voting. See FWC00173324. Mr. Hargitay further asserted that "no deal was ever made with Warner nor with any other Member of the ExCo." See FWC00173324. Mr. Hargitay's purported assessment to Mr. Lowy of Mr. Warner's intentions does not appear in the email communications produced by the FFA in this investigation.

⁵³³ FWC00118339.

⁵³⁴ See FWC00118338.

⁵³⁵ FWC00118329.

According to the email correspondence, Mr. Warner, who is from Trinidad & Tobago, first proposed arranging a friendly match between U-20 teams from FFA and the Trinidad & Tobago Football Federation (“TTFF”) in March 2009.⁵³⁶ In an email to Mr. Buckley on March 26, 2009, Australia 2022 consultant Peter Hargitay wrote: “Jack offers to play the U20 T&T team vs. Australia’s either in Trinidad or Australia prior to the Egypt World Cup. If there is a chance to do so, we should try.”⁵³⁷ FFA sought to play the match in Trinidad, first timing it to coincide with its U-20 team’s planned trip to a tournament in Venezuela,⁵³⁸ then, after the Venezuela event was cancelled in June 2009, by offering to play in a four-team tournament in Trinidad and Tobago in late July and early August.⁵³⁹ Mr. Warner notified Mr. Buckley on June 23, 2009 that he welcomed the idea, and he promised to “get back to you with more details and a formal agreement . . . in the next couple days.”⁵⁴⁰ More than a week passed with no word from Mr. Warner, however, and soon FFA received an offer to enter a tournament in Argentina, which it accepted.⁵⁴¹

On July 9, 2009, FFA and TTFF officials agreed to play the U-20 game in early August in Cyprus, a location both sides agreed was convenient, with Cheryl Abrams of TTFF noting that “Cyprus would work best for our Team also, seeing that we will be in the region, and en route to Egypt.”⁵⁴² Almost immediately, Messrs. Warner and Hargitay began asking FFA to pay the TTFF team’s travel costs. Ms. Abrams forwarded her correspondence with Mr. Boulton to Mr. Warner later on July 9 and wrote, “With regards to costs etc, I will leave that to you, lol.”⁵⁴³ Mr. Warner forwarded the email chain to Mr. Hargitay along with this message:

[A]s you can see from the exchange of emails, logistically, it is best for both Australia and T&T to play one match in Cyprus. T&T is prepared to travel to Cyprus but *will need the [FFA] to assist us with the cost of travel from England to Cyprus as well as with the cost of accommodation there.*

Since Australia has agreed to pay its [own] airfare and accom[m]odation in T&T, can they now, in turn, assist T&T as requested above? Believe me, I take care of all T&T’s football expenses and when I say that, presently, I am stretched financially, believe me, I am.⁵⁴⁴

⁵³⁶ See FWC00121667.

⁵³⁷ FWC00121667 (emphases added.)

⁵³⁸ See FWC00121239; FWC00182190.

⁵³⁹ See FWC00121238-44; FWC00119693.

⁵⁴⁰ FWC00121162.

⁵⁴¹ See FWC00121161-64; FWC00182190-91.

⁵⁴² FWC00121133.

⁵⁴³ FWC00121114-15.

⁵⁴⁴ FWC00121114 (emphasis added).

In an email to Mr. Buckley just one day earlier, Mr. Hargitay had predicted that “they may ask for a ‘contribution’ to the TT team’s travel costs.”⁵⁴⁵ When Mr. Warner did so, Mr. Hargitay forwarded the request to Mr. Buckley and urged him to grant it:

Dear Ben

I was expecting this.

What can be done?

I make sure there is a quid pro quo, believe me.

Please advise and I take it further. *I can pick up costs and invoice back as “marketing costs”.* I would assume that we are looking at GBP 30-40K at the most, possibly less.

Pls advise.⁵⁴⁶

FFA agreed to pay, and Mr. Hargitay shared the good news with Mr. Warner, writing an email on July 15, 2009 with the subject line: “Costs accepted.”⁵⁴⁷

On August 31, 2009, Mr. Hargitay conveyed another request by the TTFF: three extra nights of hotel accommodations for the TTFF delegation, in addition to the six nights that the FFA had already agreed to cover.⁵⁴⁸ Mr. Hargitay again told Mr. Buckley the benefit FFA could expect in return was worth the cost:

Hello dear friend

Soon see you. Good! Have lots of excellent news:-)

This one not so good: TT U20 require 9 nights hotel for the team, FFA offered 6 (I understand: 1 week)

Can we amend please? *Those few Pounds won't hurt but WILL make a difference! Trust me on this one.*

Pls advise asap

Peter⁵⁴⁹

⁵⁴⁵ FWC00121135.

⁵⁴⁶ FWC00121117 (emphases added).

⁵⁴⁷ FWC00121105.

⁵⁴⁸ *See* FWC00121001.

⁵⁴⁹ FWC00121001 (emphasis added).

The following day, Mr. Hargitay reported to Mr. Warner that Mr. Buckley “will advise his team . . . to cover the costs for an additional 3 days for your U20 team in Cyprus.”⁵⁵⁰ In thanking Mr. Hargitay, Mr. Warner made yet another request, asking whether FFA would cover “the cost of the agreed airfare in Cyprus as well.”⁵⁵¹ Buckley responded a few days later that this expense, too, “has been taken care of.”⁵⁵²

Invoices confirm that the Australian bid team paid for nine nights of hotel accommodations and airfare from London to Cyprus, and then from Cyprus to Cairo, for the 34-person TTFF delegation, as well as two equipment rooms, for a total of €60,420 (approximately USD \$89,379).⁵⁵³

The innocuous-sounding explanation in Mr. Buckley’s July 2, 2010 letter to FIFA omitted any mention of Mr. Warner’s requests for escalating financial support of the TTFF U-20 team, of Mr. Hargitay’s statement assuring Australia 2022 that if it covered TTFF’s travel expenses he would “make sure there is a quid pro quo,”⁵⁵⁴ of Mr. Hargitay’s proposal to disguise those “quid pro quo” expenses as Mr. Hargitay’s own “marketing costs,” and of Mr. Hargitay’s subsequent promise that paying still more costs for the team from Warner’s association “WILL make a difference!” Those points are strong evidence that FFA made improper payments intended to influence the vote of an Executive Committee member.

In response to questions posed by the Investigatory Chamber, Mr. Hargitay described his role in arranging the TTFF U-20 team’s travel as “that of an intermediary.”⁵⁵⁵ He continued:

All these arrangements were made directly between Ben Buckley, his staff and the TTFF and *I had not part in arranging, organising or assisting in the matter*, other than passing on Warner’s ongoing complaints to Buckley that this, that or the other had not been done. Buckley and his FFA team, and the FFA’s travel agency in Sydney, dealt with everything. *ecn/myself were not party to any details nor agreements.*⁵⁵⁶

⁵⁵⁰ FWC00120985.

⁵⁵¹ FWC00120985.

⁵⁵² FWC00120985.

⁵⁵³ See FWC00119726-27. Mr. Buckley approved the invoices, and added a hand-written note: “*Pls note: this is to be coded to National Teams for now.” The Australian bid team’s final audit of bid funds, submitted to the Australian government, did not list this trip among its specific CSR, development, or travel expenditure; other such expenditures it listed were significantly less expensive. See FWC00179724-61.

⁵⁵⁴ FWC00121133.

⁵⁵⁵ See FWC00173324.

⁵⁵⁶ FWC00173324 (first emphasis added; second emphasis original).

Contrary to Mr. Hargitay's representation, his own emails show he was deeply involved in the discussions surrounding the U-20 team, from selecting flights⁵⁵⁷ to proposing ways to conceal the costs of providing additional financial support to the TTFF team.⁵⁵⁸ His exhortation to the bid team to "trust me on this one" is evidence that he was the guiding hand in making the arrangements as a means of influencing Mr. Warner's vote.

4. *Targeting African Countries with Ties to Executive Committee Members.*

The record shows attempts by Australia 2022 to direct funds the Australian government set aside for existing AusAID projects in Africa toward initiatives the bid team believed would advance its bid to host the 2022 World Cup.⁵⁵⁹

In October 2010, a public report stated that Australia 2022 "planned to fund development projects in Africa as part of efforts to win over African executive committee members."⁵⁶⁰ The report cited an internal bid team document dated September 2009 as referencing a strategy to "identify relevant development projects to support Africa Exco members."⁵⁶¹

The FFA produced that document and related communications to the Investigatory Chamber.⁵⁶² Those documents show that on September 1, 2009, Australia 2022 General Secretary Ben Buckley sent Peter Hargitay, Andreas Abold, and Michaela Radmann⁵⁶³ an agenda for an upcoming bid meeting and a document titled "Summary of Action Items."⁵⁶⁴ The "Action Items" listed under "CAF Review" were the following:

- Cameroon
- Cote d'Ivoire
- Nigeria
- Egypt
- Australian assets and relationships in Africa
- Identify relevant Development projects to support Africa Exco members

⁵⁵⁷ See FWC00121093-97.

⁵⁵⁸ See FWC00121135.

⁵⁵⁹ See FWC00182235-38; FWC00122309.

⁵⁶⁰ FWC00185131-32.

⁵⁶¹ FWC00185131-32.

⁵⁶² See FWC00120996-97.

⁵⁶³ Ms. Radmann worked with, and often communicated on behalf of her husband, Fedor Radmann. See Part V(B).

⁵⁶⁴ FWC00120995.

- Identify Australian Commercial partnerships in Africa that can be assets⁵⁶⁵

The “action” apparently contemplated with respect to CAF was to use “[d]evelopment projects” to target the four African countries represented on the Executive Committee. Consistent with that approach, on July 29, 2010 Australia 2022 Chairman Frank Lowy wrote FIFA Executive Committee Vice President Issa Hayatou of Cameroon a letter “confirm[ing] our commitment to projects discussed with you in Cameroon during the week of July 19, 2010,” and declaring that FFA and AusAID were “prepared to launch our joint initiative with a budget of 4 million dollars.”⁵⁶⁶ The letter listed five bullet points describing “proposed practical projects, which may be pursued with the help of FFA and AusAID.”⁵⁶⁷ Four of the five bullet points described potential development initiatives or charitable activities without mentioning any specific country. The lone bullet that did so stated:

Support CAF efforts in training coaches, referees and technical personnel in various locations throughout Africa (*primarily in Cameroon, Ivory Coast, Nigeria and Egypt in a first phase*).⁵⁶⁸

Those four countries were the same ones listed in the September 2009 “Action Items”—the only African nations that were home to a member of the FIFA Executive Committee.

The bid team’s efforts to arrange development projects in Africa before the World Cup vote continued. In late August, Mr. Lowy wrote a letter to Mr. Hayatou proposing a meeting between Australian delegates and Mr. Hayatou or his staff to “more clearly define the various proposed projects” and “accelerate our planning and implementation of the projects.”⁵⁶⁹ FFA’s Head of International Relations and Corporate Affairs, John Boulton, presented a development proposal to the CAF Executive Committee in late September.⁵⁷⁰ The following week, Mr. Hayatou acknowledged Mr. Lowy’s prior correspondence and invited FFA to discuss a potential development project in further detail in February 2011:

I refer to your previous correspondences sent on July 29th and August 26th 2010 regarding Australia’s commitment to football and social development throughout Africa, and I am delighted to see Australia’s strong will at the highest level to implement various projects within the Continent.

⁵⁶⁵ FWC00120996 (emphases added).

⁵⁶⁶ FWC00166791-92.

⁵⁶⁷ FWC00166791.

⁵⁶⁸ FWC00166791 (emphasis added).

⁵⁶⁹ FWC00119815-16.

⁵⁷⁰ *See* FWC00119601.

I am delighted to inform you that the CAF Executive Committee in its meeting on September 23rd 2010 examined your proposal and we suggest meeting with your representatives on February 23rd, 201[1] in Khartoum, Sudan, at the occasion of the CAF General Assembly.⁵⁷¹

Notably, Mr. Hayatou's proposal would have delayed further discussions about development initiatives until after the bidding process.

Australia's bid team sought to accelerate that schedule. On November 10, 2010, Mr. Boulton informed CAF Secretary General Hicham El Amrani via email that "our government representatives are visiting Africa late in November and are keen to consider some football-related projects in Africa."⁵⁷² Noting that "President Hayatou has invited us to Khartoum in February to discuss the project," Mr. Boulton warned he was "concerned that if we do not get some projects on the government agenda when they visit in November, we might miss out on some of the government funding that is available."⁵⁷³

In an interview with the Investigatory Chamber, Mr. Boulton acknowledged that Australia 2022 officials determined "it was appropriate to try and target those countries" with Executive Committee members "prior to the vote."⁵⁷⁴ He emphasized, however, that FFA considered supporting development initiatives only in African countries where the Australian government had existing projects, and that those countries happened to include the four African nations represented on the FIFA Executive Committee.⁵⁷⁵ Asked about the FFA's repeated attempts to coordinate with CAF in the fall of 2010, Mr. Boulton said FFA "felt that we were not doing enough in Africa."⁵⁷⁶ He noted that representatives from other bid teams made presentations to CAF on the same day he did in September 2010.⁵⁷⁷

The record indicates that certain CAF Executive Committee members apparently perceived Mr. Lowy's proposal to Mr. Hayatou as an attempt to influence the World Cup vote. During conversations with undercover reporters in October 2010, CAF Executive Committee member Amadou Diakite, referencing Mr. Lowy's proposal, remarked that "the Bid Committee of Australia for example, has proposed \$4 million. . . . And this is not accidental, because it is there where four African countries, and the projects they have proposed in these four countries will be there. They suggested it officially."⁵⁷⁸

⁵⁷¹ FWC00119812.

⁵⁷² FWC00119601.

⁵⁷³ FWC00119601.

⁵⁷⁴ FWC00182238.

⁵⁷⁵ See FWC00182236-37.

⁵⁷⁶ FWC00182246-47.

⁵⁷⁷ See FWC00182247-48.

⁵⁷⁸ FWC00171978.

Amos Adamu of Nigeria, who was a FIFA Executive Committee member during the bidding process until his suspension for Code of Ethics violations shortly before the December 2, 2010 vote, brought a copy of Mr. Lowy's July 2010 letter to Mr. Hayatou to his interview with the Investigatory Chamber.⁵⁷⁹ After reading the letter aloud, Mr. Adamu pointed out that the four countries Mr. Lowy identified were the respective homes of the four CAF representatives on FIFA's Executive Committee. "So basically they want to develop these things for people there and assist with other projects," Mr. Adamu said. "This is what this letter is all about."⁵⁸⁰ Mr. Adamu explained that he was sharing the letter with the Investigatory Chamber "for you to know that when people lobby they make promises."

In response to questions from the Investigatory Chamber, FFA provided a brief description of the proposals in Mr. Lowy's letter and the subsequent correspondence between Messrs. Lowy and Hayatou.⁵⁸¹ With regard to the outcome of the development proposals, FFA stated: "Due to a lack of commitment from UNICEF and the Australian Government (AusAID) in relation to FFA's proposed development initiatives in Africa, FFA had neither the financial capacity nor the commitment of essential partners to implement these programs. As a result the meetings between FFA and CAF did not proceed."⁵⁸² FFA described other CSR and football development activities it undertook in Africa before the December 2, 2010 vote, such as a \$146,000 donation to Tygerburg Children's Hospital in South Africa in December 2009, and an \$87,000 donation for LapDesks to African schools in June 2010.⁵⁸³

5. Conclusion

These examples of "football development" reveal a disturbing pattern. When asked about the issue of international football development and the bidding process, FFA stated:

Much has been made of this topic, obviously not just in relation to Australia's bid, but in the context of the overall bidding process. There is probably general consensus that the process is flawed in this respect and requires serious re-visiting. The policy behind FIFA requiring a bidding nation to demonstrate its commitment and the benefits that will flow for international football development from its hosting of the tournament is understandable. However it clearly causes uncertainty over how to demonstrate this commitment and what is acceptable in terms of supporting

⁵⁷⁹ See FWC00182929; FWC00182940-42.

⁵⁸⁰ See FWC00182940-42..

⁵⁸¹ See FWC00119821-22.

⁵⁸² FWC00119822.

⁵⁸³ See FWC00119820.

international football development projects during the bidding process and creates an environment for speculation and potential abuse.⁵⁸⁴

FFA's approach to funding development projects in Africa and elsewhere is a further unfortunate example of bid teams using money that should be awarded based upon humanitarian considerations to curry favor with officials eligible to vote on December 2, 2010. The bidding guidelines requiring requiring candidates to support development efforts cannot be fairly read to encourage such behavior.⁵⁸⁵ FFA's statement that there was "uncertainty as to how to demonstrate that commitment" is not credible. Far from seeming "uncertain[]," Australia 2022 appears to have reached the firm conclusion that it could best "demonstrate [its] commitment" by targeting development projects in areas home to FIFA Executive Committee members. It was not the only bid team to reach that conclusion or to offer that defense.⁵⁸⁶

VI. BELGIUM/HOLLAND 2018

The Belgium/Holland bid team provided full and valuable cooperation in establishing the facts and circumstances of this case. Witnesses were made available for interviews; documents were produced; and follow-up requests were likewise accommodated. No issues were identified.

VII. ENGLAND 2018

England 2018 provided full and valuable cooperation in establishing the facts and circumstances of this case. Witnesses were made available for interviews, documents were produced, and follow-up requests were accommodated. To the extent this Report identifies conduct by England 2018 that may not have met the standards set out in the FCE or the bid rules, culpability is mitigated by the fact that these issues were uncovered largely as a result of its cooperation.

A. Efforts to Gain the Support of Jack Warner

England 2018 placed particular emphasis on winning over Jack Warner, who was then a FIFA Vice President and the CONCACAF President. According to bid team CEO Andy Anson, Mr. Warner was one of three Executive Committee members—along with Mohamed Bin Hammam and Issa Hayatou—who "had a disproportion[ate] amount of power in terms of voting. You know, they really did control blocks of votes, and so if you didn't have them backing you, then you really didn't have much of a bid in the first place."⁵⁸⁷ Warner sought to exploit that

⁵⁸⁴ FWC00180630.

⁵⁸⁵ See FWC00003929.

⁵⁸⁶ See Parts VII(A), X(C), and XVI(F)(7).

⁵⁸⁷ FWC00184713; see also FWC00184703; FWC00184576.

perception of his power, showering England's bid team with inappropriate requests. The bid team often accommodated his wishes, in apparent violation of bidding rules and the FIFA Code of Ethics.

1. Richard Sebro

In 2009 and again in 2010, Jack Warner pressed England's bid team to help someone "I consider to be my adopted son"⁵⁸⁸ find a part-time job. In response, England 2018's top officials not only provided this individual, Richard Sebro, with employment opportunities, but also kept Mr. Warner apprised of their efforts as they solicited his support for the bid.

Mr. Warner raised the topic with Lord David Triesman, who at the time was Chairman of the England 2018 bid, in a May 25, 2009 email. The email began with a reference to the bid—"Chairman, how are things going re the 2018 Bid? [G]enerally?"—before getting to the point::

I need your help. My banker's son, Richard Sebro, is presently studying in England and is in dire need of a job of some kind which will be able to assist him re the payment of his fees etc. Normally I will not ask the favour of you but the kid used to work with me here in T&T before he left for study overseas and is a tremendous person all round. I really will like to help him and it is therefore under these circumstances I have come to you for assistance. I am quite sure if any hurdles exist which may militate against his immediate employment you will be able to use your best efforts to overcome them and, consequently, I extend my thanks to you for your kindness and understanding re my request.⁵⁸⁹

Mr. Sebro's CV was attached.⁵⁹⁰

Mr. Warner forwarded that email to Lord Triesman again on Sunday, June 7, this time copying England 2018 CEO Andy Anson and Director of Campaign Operations Jane Bateman, to prod him into action: "Chairman, once again, I do wish to advise you of my interest in Richard Sebro and the urgent need of some positive assistance for him."⁵⁹¹ The message appended a note Mr. Warner had sent Mr. Sebro promising "you'll be hearing from the FA shortly."⁵⁹² Mr. Anson responded later that Sunday. He wrote that he "discussed this with the Chairman and Jane this week," and he planned to meet with Mr. Sebro at Wembley Stadium

⁵⁸⁸ FWC00125254 FWC00125540.

⁵⁸⁹ FWC00124262.

⁵⁹⁰ *See* FWC00124263-64.

⁵⁹¹ FWC00124275.

⁵⁹² FWC00124276-77.

soon.⁵⁹³ Mr. Warner followed up one week later by forwarding Mr. Anson that June 7 exchange, and Mr. Anson responded, “I am seeing Richard tomorrow.”⁵⁹⁴

Ms. Bateman notified Mr. Warner on June 24, 2009 that the Tottenham Hotspur Football Club would soon offer Mr. Sebro a summer job.⁵⁹⁵ Mr. Warner expressed gratitude, but also pressured England 2018 to continue monitoring Mr. Sebro’s employment situation. On June 30, Ms. Bateman explained to Mr. Warner, at his request, that the Tottenham job entailed one-week stints in various departments, to which Mr. Warner responded, “I thank you for this beginning, Jane, and do look fwd to a continuation in other areas and/or clubs.”⁵⁹⁶ Mr. Warner’s gratitude was short-lived. On July 9, he sent Lord Triesman an email, copied to Mr. Anson and Ms. Bateman, bearing the subject line “Richard Sebro”:

Chairman, I do wish to register my profound disappointment with the FA re its failure to assist Richard Sebro with gainful employment for a protracted period of time as I have kindly requested of the FA. A promise of a few days here and a few days there is not what I had in mind Chairman and then even that has been long in coming. While my disappointment is profound, possibly I should not have been surprised and do wish to advise that if this simple request of mine proves to be a difficulty of any kind to achieve I will understand.⁵⁹⁷

The bid team quickly sought to reassure Mr. Warner of its commitment to helping Mr. Sebro. Ms. Bateman responded first, later on July 9, and explained that she was writing “on behalf of the Chairman, who is currently on leave.”⁵⁹⁸ She advised Mr. Warner that “I have spoken to Richard and he tells me that he is more than happy,” and she promised to “keep in regular touch with him to make sure that this remains the case.”⁵⁹⁹ That seemed to mollify Mr. Warner, who responded, “Jane, if Richard is happy, then so am I.”⁶⁰⁰ Lord Triesman nevertheless replied to Mr. Warner and the others the next day to register his willingness to address Mr. Warner’s complaints about Mr. Sebro’s employment. “I hope this is now Ok and I will ask Jane to keep me posted,” Lord Triesman wrote. “Let me know if you feel there’s a continuing problem.”⁶⁰¹

England 2018 contacted Warner in August 2009, when Mr. Sebro’s time with Tottenham concluded, to advise him about the new job it arranged for Mr. Sebro.

⁵⁹³ FWC00124278.

⁵⁹⁴ FWC00124284-85.

⁵⁹⁵ FWC00124303.

⁵⁹⁶ FWC00124313.

⁵⁹⁷ FWC00124318-19.

⁵⁹⁸ FWC00124318.

⁵⁹⁹ FWC00124318.

⁶⁰⁰ FWC00124318.

⁶⁰¹ FWC00124318.

Ms. Bateman explained to Mr. Warner via email that Mr. Sebro would start working “with us at Wembley on Monday morning. He has really enjoyed his time at Tottenham so we will be doing our best to match it!”⁶⁰² In mid-August 2009, Mr. Warner forwarded a note from Mr. Sebro thanking Mr. Warner for his assistance:

I thought I would thank you once again for helping me to have the opportunity to get an interesting, eye opening and pers[p]ective changing job during these summer months. My colleagues in Wolverhampton with similar qualifications are competing for extra shifts in McDonalds and I fully appreciate the privilege not [] having to do that.

I met with Lord Triesman yesterday and he asked for you, I had to honestly reply that I had not heard from you in some time.⁶⁰³

That Mr. Sebro enjoyed “the opportunity to get an interesting, eye opening and pers[p]ective changing job” while his “colleagues . . . with similar qualifications are competing for extra shifts in McDonalds” demonstrates the influence that the assistance provided by the bid team had on his employment. Mr. Sebro found a part-time, paying job in football through his close personal connection to Mr. Warner. That relationship opened doors because of Mr. Warner’s status as a member of the FIFA Executive Committee and England 2018 officials’ willingness to provide the “kind of personal advantage” or “opportunity” that Section 11.3 of the Bid Registration agreement⁶⁰⁴ and other rules forbade.

The process repeated itself in the months before the December 2010 vote. When Mr. Sebro found himself needing help finding a job in October 2010, he approached Mr. Warner, who again approached England 2018, which again worked to satisfy him. Mr. Warner emailed England 2018 International President David Dein on October 16, copying Ms. Bateman.⁶⁰⁵ Under the subject line “Urgent Help Requested,” Mr. Warner wrote that Mr. Sebro, “who I consider to be my adopted son,” was looking for a job that would enable him “to save funds for his Post Study Work visa.”⁶⁰⁶ Therefore, Mr. Warner continued, “I am seeking your kind assistance in providing him with some suitable employment that can meet some specific requirements,” namely, a job in the “Wolverhampton/West Midlands area” for “20 hours per week” at a “minimum of 10 pounds per hour.”⁶⁰⁷ Correspondence forwarded to the bid team showed that Mr. Warner had already informed Mr. Sebro

⁶⁰² FWC00124340.

⁶⁰³ FWC00124345.

⁶⁰⁴ FWC00003887.

⁶⁰⁵ FWC00125540.

⁶⁰⁶ FWC00125540.

⁶⁰⁷ FWC00125540.

that because Mr. Warner planned to “writ[e] to David Dein of the FA now,” Mr. Sebro “should be able to hear something favorable by Monday.”⁶⁰⁸

After a week without news, Mr. Warner emailed Mr. Sebro on October 22, copying Mr. Dein and Ms. Bateman: “Richard, I am both disappointed and surprised that you have not heard anything to date. I am therefore copying this mail to David Dein and to Jane Bateman once again.”⁶⁰⁹ Ms. Bateman responded to Messrs. Warner and Sebro later that day, copying Mr. Dein, “to reassure you that we have been working on this request and will come back to you as soon as we have any news.”⁶¹⁰ On November 4, Mr. Warner wrote Mr. Dein, Mr. Anson, and Ms. Bateman that “I will have to come to terms with the reality that . . . in the simple matter of assisting Richard Sebro, you are unable to help.”⁶¹¹ Ms. Bateman wrote back, “Regarding Richard, we have arranged to meet up on the 19th,” to which Mr. Warner replied, “The 19th?.....well, well, well.”⁶¹² Ms. Bateman then forwarded Mr. Warner her correspondence with Mr. Sebro about the November 19 meeting, reassuring Mr. Warner in her cover email, “Don’t worry, I will look after him.”⁶¹³

Ultimately, Mr. Sebro did not have to wait until November 19 for a meeting. On November 10, Mr. Sebro emailed Ms. Bateman and Mr. Dein, copying Mr. Warner, to thank them for meeting with him.⁶¹⁴ Ms. Bateman replied that “[i]t was great to see you after so long!” and that “[w]e are on the case, and I will be in touch with you with any news or updates as soon as I have them.”⁶¹⁵ By November 15, Mr. Sebro was emailing an official at the Aston Villa Football Club—with Mr. Warner, Mr. Dein, and Ms. Bateman copied on the message—to accept a job offer.⁶¹⁶ Mr. Dein congratulated Mr. Sebro later that day, and implied that Mr. Sebro would not have obtained such a valuable opportunity without the bid team’s help:

I’m personally delighted for you and hope you make the most of this opportunity. *You are very fortunate as there are many people who would love the chance to work at a glamorous football club in England!* Who knows where this can take you? Please keep me advised of your progress every couple of weeks because *I now feel responsible for you!* Go get them!⁶¹⁷

⁶⁰⁸ FWC00125571.

⁶⁰⁹ FWC00125571.

⁶¹⁰ FWC00125571.

⁶¹¹ FWC00125605. Warner also wrote that he was resigning himself to “the reality that [Prime Minister] David Cameron will not be coming to my country on Friday November 12 as I had requested of you.” FWC00125605.

⁶¹² FWC00125605.

⁶¹³ FWC00125606-08.

⁶¹⁴ See FWC00125625.

⁶¹⁵ FWC00125625.

⁶¹⁶ FWC00125746.

⁶¹⁷ FWC00125746 (emphases added).

Also on November 15, Mr. Dein emailed Mr. Warner to make sure he knew England 2018 had delivered. Mr. Dein's message began with a reference to the upcoming World Cup vote: "Hi Jack, hope you are well. The pressure is mounting with only 17 days to go!"⁶¹⁸ Mr. Dein then segued from the bidding process to Mr. Warner's request for a personal benefit: "I trust Richard has told you his news."⁶¹⁹

The extensive email communications cited above demonstrate that Mr. Warner considered this to be a personal favor—one he had every expectation would be granted by the England bid team. It is likewise apparent from the emails that the England bid team provided this benefit with Mr. Warner's status as a voting FIFA Executive Committee member in mind. Such action, and intent, fits squarely within the Section 11.3 definition of "any kind of personal advantage that could give even the impression of exerting influence, or conflict of interest, either directly or indirectly, in connection with the Bidding Process."⁶²⁰ Key members of England 2018 engaged in the process of finding Mr. Sebro employment and in assuring Mr. Warner that such efforts were being made. In a number of those communications, those assurances were made alongside discussion of bid efforts. Mr. Warner's emails evidence an attitude that he was entitled to this benefit⁶²¹. By providing Mr. Sebro employment, England 2018 gave the appearance that it sought to confer a personal benefit on Mr. Warner in order to influence his vote.

2. *Joe Public*

Mr. Warner also asked England 2018 for favors and benefits related to a Trinidad & Tobago football team he owned, Joe Public Football Club. Whether England ultimately provided any benefits to Mr. Warner's club is unclear. Email correspondence shows, however, that England football officials appeared willing to do so.

On December 16, 2009, Mr. Warner emailed Jane Bateman, the Director of Campaign Operations for England 2018, information touting the accomplishments of one Derek King, whom Mr. Warner described as "the Coach of Joe Public, my

⁶¹⁸ FWC00125750.

⁶¹⁹ FWC00125750.

⁶²⁰ FWC00003887

⁶²¹ Mr. Warner made another request to England 2018 related to employment. In March 2010, Mr. Warner emailed England 2018 Chairman Lord Triesman, copying Bateman, to request that he find a job for "Ms Vidwati Newton, the sister of my Political Leader and Leader of the Opposition (and the next PM of T&T), Ms Kamla Persad-Bissessar." FWC00125003-05. Mr. Warner assured Lord Triesman "that whatever assistance you can give will be greatly appreciated." FWC00125003. Mr. Warner reiterated his request to Lord Triesman by email four days later, asking Lord Triesman to "pls have a look at my request for assistance for Wattie," FWC00125006, but there is no record of any response from Lord Triesman, Ms. Bateman, or anyone else associated with England's bid.

club.”⁶²² Mr. Warner asked Ms. Bateman whether she could “assist me in getting [King] temporarily assign[ed] to a club or to undergo some additional training and coaching.” Ms. Bateman responded to signal that the England team stood ready to help. After asking Mr. Warner to “let me know when your coach would be available to travel to the UK and how long he would want to stay,”⁶²³ Ms. Bateman followed up the next day to request Mr. King’s CV, which she explained “will help us determine what we can arrange for him which best serves his needs. He sounds a great guy as well as a very promising coach! We look forward to having him with us.”⁶²⁴ After two weeks passed with no word from Mr. Warner, Ms. Bateman raised the issue, sending Mr. Warner “[j]ust a short note to remind you that we are ready to look after Derek, and look forward to hearing further information from you about his CV / learning requirements.”⁶²⁵ Mr. Warner responded that he “shall revert to you on this,”⁶²⁶ but the record does not reflect any further correspondence concerning Mr. King.

A similar back-and-forth concerning Joe Public Football Club ensued in March 2010, soon after England 2018 officials met with Mr. Warner in Trinidad & Tobago. Ms. Bateman emailed Mr. Warner on March 10 to “[f]ollow[] up” an earlier conversation related to “support” England might give Mr. Warner’s club:

[C]an you give some more details on the assistance you are looking for [for] JPFC? In particular, the kind of support, eg: a high quality coach to work alongside the existing staff? Or more of a motivator/mentor for your existing coach, etc? Please also advise preferred timing.⁶²⁷

Mr. Warner replied that he planned to “advise you on this immediately upon my return to T&T tonight,”⁶²⁸ but he did not follow through. Ms. Bateman reminded Mr. Warner on March 18 to “[p]lease let me know more details regarding the type of coach/person you need to work with your team.”⁶²⁹ As in the correspondence regarding Mr. King, Mr. Warner replied that he would “revert to you on this,”⁶³⁰ but there is no indication he ever did.

Later in March 2010, Mr. Warner and Ms. Bateman discussed whether England could provide more extensive benefits to Joe Public Football Club. A

⁶²² FWC00124767 (emphasis added); FWC00173223-24. An archived page from the club’s website as it appeared in December 2008 highlighted the role “patriot and committed servant Austin Jack Warner” played in founding the Joe Public Football Club. *See* FWC00173222.

⁶²³ FWC00124766.

⁶²⁴ FWC00124765.

⁶²⁵ FWC00124765.

⁶²⁶ FWC00124765.

⁶²⁷ FWC00125010.

⁶²⁸ FWC00125010.

⁶²⁹ FWC00125010.

⁶³⁰ FWC00125010.

March 26 message from Mr. Warner to Ms. Bateman concerning “Technical Assistance for Joe Public” requested what even Mr. Warner uncharacteristically acknowledged were “tall orders”:

Jane, I spoke with my club extensively on the above referenced matter and they are interested if the [] FA can only assist them with a pre season camp (*at the FA’s expense*) at the FA technical centre for 25 players and 6 admin staff for JPFC to play national youth teams and club teams where possible.

Joe Public FC also would like to get some expertise with marketing/ sponsorship, finance, and other administrative aspects.

The above seems to be tall orders so I’m not sure about the FA’s capacity to respond positively to any.⁶³¹

England proved unable to grant all the benefits sought by Mr. Warner, though not for lack of effort. In her initial response to Mr. Warner, sent March 29, Ms. Bateman signaled a willingness to entertain Warner’s request that a “technical centre” in England accommodate Joe Public Football Club’s 25 players and six staff members—all “at the FA’s expense.”⁶³² Ms. Bateman first thanked Mr. Warner for his March 26 email, then wrote: “Please can you confirm when your season is and preferred timing of a training camp? Please also note that the technical centre The FA is building is not scheduled to open until 2012, hence we would look to use a club facility, if available, as we did when your U20 team camped here.”⁶³³ After Mr. Warner replied that “[o]ur” season would begin in a month and end in December,⁶³⁴ Ms. Bateman responded that only scheduling conflicts precluded her from arranging what Mr. Warner wanted:

I have spoken at length with colleagues in the bid team and The FA. I am afraid that your request is a ‘tall order’ - *but only in as far as the timing*. Given that we are in the middle of our season, we cannot access the club facilities that we would require to host your team, nor could we guarantee any fixtures, as club teams have their fixtures already in place.

If we were to host your team, we would want to ‘do it properly’, and at this stage in our own season, we simply could not do this. *We can however assist with providing expertise* — let me know how you see this happening.

⁶³¹ FWC00125034 (emphasis added).

⁶³² FWC00125034.

⁶³³ FWC00125027.

⁶³⁴ FWC00125027.

I hope you understand, Jack. *We are always more than happy to help you where we can.*⁶³⁵

Mr. Warner's demands regarding Joe Public violated applicable rules and basic principles of ethical behavior. With respect to England 2018's response, despite Joe Public Football Club's obvious link to football activity, the discussions described above did not relate to England's routine development activities. Nothing in the record suggests England generally assisted other club football teams in Trinidad & Tobago. It is not a coincidence that the one team being discussed was the one Mr. Warner called "my club"⁶³⁶ and Ms. Bateman called "your team."⁶³⁷ It appears that England 2018 calculated its response to Mr. Warner's demand related to his football club in a manner that reinforced the appearance that the benefit was tied to the voting process. Accordingly, both Mr. Warner's demand and England 2018's response undermined the integrity of the bidding process.

3. *Trinidad and Tobago Youth Teams*

Mr. Warner also used his Executive Committee status to extract benefits for his local member association, the Trinidad & Tobago Football Federation. Once again, England 2018 was willing to help.

In June 2009, Mr. Warner asked Ms. Bateman via email, with England 2018 CEO Andy Anson copied, to "advise me positively" about a "T&TFF U 20 Team Training Camp"⁶³⁸—*i.e.*, a training camp for an under-20 team from the Trinidad & Tobago Football Federation. After Ms. Bateman replied that she would send an update soon, Mr. Warner thanked her and wrote that he was "desperate re knowledge of the exact timing" and that he also wanted Bateman to "confirm *what exactly will be the form of assistance given* eg airfare, accommodation and meals, internal travel etc, etc, etc.....all for 30 persons."⁶³⁹ Later that day, Ms. Bateman sent Mr. Warner a detailed proposal offering to provide every "form of assistance" Mr. Warner listed except "airfare":

Dear Jack

I have pleasure in confirming our invitation to the Trinidad & Tobago U20 national team to train in England from 24th to 30th August. *We will provide all internal transport* for the team and officials upon arrival in England. They will be based in Sheffield, accommodated at the Sheffield Copthorne Hotel for seven nights and train at Sheffield United's training ground. *We will cover the*

⁶³⁵ FWC00125033 (emphases added).

⁶³⁶ FWC00124767; FWC00125034.

⁶³⁷ FWC00125010.

⁶³⁸ FWC00124299.

⁶³⁹ FWC00124300 (emphasis added).

costs for the duration of their stay in England, namely transport, accommodation, meals, training facilities and match-related costs.

We propose that the team plays two matches, to include two of Sheffield United, Hull City and the Malta U21 national team. We would welcome your advice on the preferred opposition, but ask you to note that we do not yet know which Carling Cup games Sheffield United and Hull City will be drawn to play during that week, which may slightly affect the schedule. The Malta U21 team is training in the UK at the same time and would be interested in a fixture if this was of interest to you.

Jack, we can add the detail to the programme once you are in agreement with the proposal. *If you are able to join the visit at any stage, you would of course be most welcome, and we will handle all the arrangements for you upon your arrival to ensure you have the best possible stay with us.*

Please let me know what you think.

With best wishes.

Jane⁶⁴⁰

Concerned that the proposal—to invite the Trinidad & Tobago Under-20 national team to England, cover all expenses incurred during its stay, arrange matches against elite opponents, and treat Mr. Warner to “the best possible stay with us” if he cared to visit—was inadequate, Ms. Bateman wrote in a follow-up message to Mr. Warner three days later, “I hope it sounds ok.”⁶⁴¹ Mr. Warner responded that while he didn’t “see a problem,” he was “collaborating with the T&TFF re their agreement.”⁶⁴² He signaled that England’s failure to offer free airfare had not gone unnoticed. The federation, Mr. Warner wrote, “will just have to find the airfare (which is fairly steep).”⁶⁴³ It appears from the record that the arrangement went forward substantially as planned and Mr. Warner was very pleased with the result.⁶⁴⁴

Mr. Warner approached Ms. Bateman on behalf of the Trinidad & Tobago Football Federation again in March 2010. His assistant, Hema Ramkissoon, emailed Ms. Bateman—with Warner copied on the message—under the subject line “Urgent - request match for T&T U-17 Women’s team in England.” Ms. Ramkissoon

⁶⁴⁰ FWC00124305-06 (emphases added).

⁶⁴¹ FWC00124305.

⁶⁴² FWC00124305.

⁶⁴³ FWC00124305.

⁶⁴⁴ FWC00124404

explained that “Mr. Warner has requested your assistance in organizing a match between our National U-17 Women’s team and any of the female teams, preferably your U-17 or U-20 Women’s teams.”⁶⁴⁵ Within a week, Ms. Bateman responded that she had “the pleasure in confirming that the Arsenal U16 team will be very pleased to play Trinidad & Tobago in England on 25th March”; Ms. Bateman conveyed regret that “the England U17 is unable to play on that date.”⁶⁴⁶ Although Mr. Warner described the proposal as “very acceptable,”⁶⁴⁷ the arrangements ultimately fell through due to a scheduling conflict that arose in Trinidad & Tobago. In her message notifying Ms. Bateman of the conflict, Ms. Ramkissoo expressed “[o]n behalf of Mr. Warner,” who was copied on the email, “our profound gratitude to you and by extension the FA and the 2018 bid team for all the work you have done in arranging this match.”⁶⁴⁸

Mr. Warner was again seeking to use his influence as an Executive Committee member to obtain benefits from a bidding nation. Culpability in these events does not hinge on whether the benefits discussed above furthered a worthwhile cause just as Mohamed Bin Hammam’s payments to African officials and member associations were improper regardless of how those funds were subsequently used.⁶⁴⁹ Likewise, England’s response to these improper demands—in at a minimum always seeking to satisfy them in some way—damaged the integrity of the ongoing bidding process. Nor does culpability depend on whether benefits offered to the Trinidad & Tobago Football Federation came from the England 2018 bid team or from the FA. Member associations and bid committees alike were bound by bidding rules and the FIFA Code of Ethics.⁶⁵⁰ Even assuming the discussions above concerned benefits to flow from one member association to another, the correspondence makes it impossible to ignore that the donor member association was bidding to host the World Cup while the recipient member association was home to a FIFA Executive Committee member. Mr. Warner was neither President nor General Secretary of the Trinidad & Tobago Football Federation during the bidding process, yet he approached (or instructed his assistant to approach) England to request assistance. Ms. Bateman was seconded from the FA to serve as England 2018’s Director of Campaign Operations from January 2009 through the December 2, 2010 vote,⁶⁵¹ yet she received and responded to the requests. Not surprisingly, Mr. Warner’s assistant’s March 2010 email did not express “our gratitude” for England’s offer to Ms. Bateman and “the FA” alone. She also thanked “the 2018 bid team.”⁶⁵²

⁶⁴⁵ FWC00124937.

⁶⁴⁶ FWC00124976.

⁶⁴⁷ FWC00124976.

⁶⁴⁸ FWC00124991.

⁶⁴⁹ *See* Part X(G)(1).

⁶⁵⁰ *See* Part III(B).

⁶⁵¹ *See* FWC00138812; FWC00184358-59; FWC00184575-76.

⁶⁵² FWC00124991.

4. *Jamaica Football Federation*

Mr. Warner's ability to use his status as an Executive Committee member to obtain benefits was evident to others. In April 2010, a Neville Pennant asked Mr. Warner via email to use his influence with England to help the Jamaica Football Federation:

Hi Mr Warner:

Jamaica owes the english FA 215,000 USD and another 18500 USD to a private english firm. You are one of the most powerful man in Football and the english FA were at our CFU Congress.⁶⁵³ Mr Warner is it possible for you to ask the english FA to waive Jamaica debt. This is an emergency. - Neville Pennant⁶⁵⁴

Mr. Warner forwarded the message to Lord Triesman and Ms. Bateman, writing in his cover email, "I crave your kindness and understanding in having the debt of the JFF to your FA be written off in the Jamaican Federation's efforts at survival."⁶⁵⁵ Lord Triesman seemed amenable to granting the request. "I can understand the problem and it does need a solution," he responded. "I'll see our people next Monday and talk through possibilities so please forgive me for not responding faster."⁶⁵⁶ No other communications about this issue appear in the record, and it is unclear whether the FA forgave any debt.

These communications reflect yet another example of Mr. Warner's expectations as a voting Executive Committee member that any request—for himself, his team or his friends—would be accommodated. For its part, England 2018 entertained this request by Mr. Warner to benefit a third party. It is telling that Mr. Pennant appealed to Mr. Warner instead of raising the issue with the FA directly. The Jamaican Football Federation recognized that its best hope for success in lifting the debt obligation was to persuade Mr. Warner, a particularly influential member of the FIFA Executive Committee, to contact the Chairman and Director of Campaign Operations for England's World Cup bid. However meritorious the arguments in favor of waiving the debt, Mr. Warner's request and England 2018's response was in contradiction to the bidding rules and the FIFA Code of Ethics.

⁶⁵³ English football officials had attended the CFU Congress because England 2018 sponsored the event to promote its World Cup bid. *See* Part VII(B).

⁶⁵⁴ FWC00125069.

⁶⁵⁵ FWC00125069.

⁶⁵⁶ FWC00125069.

5. Longdenville

During their interviews, no witness from England 2018 or England's FA brought the communications from Jack Warner discussed above to the Investigatory Chamber's attention as examples of a FIFA Executive Committee member exerting undue influence over a bidder. Two witnesses from England 2018 did characterize the request from Mr. Warner discussed in this subsection as inappropriate, although their statements as to this issue, notably as to England 2018's response to the request, appear to contradict the record.

On February 15, 2010, only minutes after accepting Jane Bateman's request to send an England 2018 delegation to the CFU Congress in Trinidad & Tobago later that month,⁶⁵⁷ Jack Warner forwarded Ms. Bateman a news article headlined, "Longdenville sportsmen appeal to Jack Warner."⁶⁵⁸ The article, published by the Trinidad & Tobago Guardian, described a recent meeting in which "[s]everal cricketing clubs in the Longdenville area together with their members called on FIFA Vice President and MP for Chaguanas West Jack Austin Warner to assist them in getting much needed facilities for the district."⁶⁵⁹ According to the report, "[t]he clubs complained that their aspirations for excellence in sport especially cricket have been drastically affected," and "Warner agreed that he would assist them by soliciting assistance from outside the country," including by "us[ing] his influence overseas to have Longdenville twinned with a foreign village where such assistance which is presently needed can be provided."⁶⁶⁰ The article quoted Mr. Warner as saying, "We held a cordial meeting to discuss the way forward for these clubs in Longdenville who are craving better opportunities and better facilities for their cricket and we did make some head way which is a step in the right direction at this stage."⁶⁶¹

Although the article did not mention football and, in fact, described a request by "*cricketing* clubs" seeking "better opportunities and better facilities for their *cricket*" and expressing concern about "their aspirations for excellence in sport *especially cricket*,"⁶⁶² Mr. Warner informed Ms. Bateman in his cover email forwarding the article that he planned to solicit assistance from England's FIFA World Cup bid team: "I will be reverting to you on this tonight re twinning of Longdenville with an English village and assisting them in their quest for a recreation ground among other things. It is this village which helped to make me whom I am today!!!"⁶⁶³

⁶⁵⁷ FWC00124867; *see also* Part VII(B).

⁶⁵⁸ FWC00124870.

⁶⁵⁹ FWC00124870.

⁶⁶⁰ FWC00124870.

⁶⁶¹ FWC00124870.

⁶⁶² FWC00124870 (emphases added).

⁶⁶³ FWC00124870.

The next day Mr. Warner sent Ms. Bateman a page-long email that began by summarizing the meeting described in the article—except that in Mr. Warner’s retelling, the Longdenville constituents called the meeting “to discuss the almost total absence of sporting facilities in Longdenville especially in the field of *football*.”⁶⁶⁴ Next, Mr. Warner explained why the issue mattered to him and what he wanted from England 2018:

I have decided to help them Jane for two basic reasons:

- the first one is because I grew up in the village of Longdenville, attended the Longdenville Government Primary school (the very school in which the meeting was held) and won a scholarship to Secondary school from that school. As a schoolboy, I played football and cricket on that very ground and, in a sense, I do feel committed in assisting them in having the ground fixed.

- the second reason is personal and that is that in successfully assisting them my political stocks locally (which are presently on a high) will soar positioning me in an extremely favorable position to successfully lead my Party in local elections which are due in six months time as well as in general elections which shall become due 18 months later.

. . . .

As a first measure, I will like the FA to agree to visit the ground when its delegation attends the CFU Congress at the end of February and that this should essentially be a fact finding mission for which I will like to attract much media hype. And, immediately following this visit, we can then sit and work out the mechanics of any assistance to the villagers or even none as the FA may so desire. In a nutshell, Jane, these are the details of my proposal.⁶⁶⁵

Subsequent correspondence indicates that Mr. Warner’s desire to “attract much media hype” and thus boost his “political stocks locally” outweighed his interest in whether England ultimately provided “any assistance to the villagers or even none.”

Ms. Bateman responded later on February 16 that “[w]e would be happy to look for a twinning partner for Longdenville, and will give it some thought prior to our visit, although it may be easier to do so once we have been there. Also, we would be very happy to visit during our stay.”⁶⁶⁶ As usual, text at the bottom of Ms. Bateman’s email identified her as “Director of Campaign Operations” for “England

⁶⁶⁴ FWC00124875 (emphasis added).

⁶⁶⁵ FWC00124875.

⁶⁶⁶ FWC00124874.

2018 Ltd.”⁶⁶⁷ Mr. Warner replied that once he received the England delegation’s names and travel schedules, he would “arrange for your visit to Longdenville with the usual media hype.”⁶⁶⁸ On February 17, Ms. Bateman emailed Mr. Warner the travel schedule and posed questions about England 2018’s upcoming visit.⁶⁶⁹ Her first question was “When would you like to make the visit to Longdenville?”⁶⁷⁰ Her next question asked whether and, if so, when England 2018 could “make a formal private presentation of our bid to you, taking about an hour.”⁶⁷¹ Mr. Warner scheduled the bid-presentation meeting for February 26, and the visit to Longdenville for February 27.⁶⁷²

England 2018 did its part to help Mr. Warner generate the Longdenville-related “media hype”⁶⁷³ he desired. The bid team released a media statement announcing that a “World Cup bid delegation” consisting of England 2018 CEO Andy Anson, International President David Dein, Bateman, and bid ambassador David Ginola was headed to Trinidad “[a]s part of England’s ongoing campaign,” and that the group planned to “visit Longdenville Cricket Club, where David Ginola will stage a football coaching session for local youngsters.”⁶⁷⁴ Local media attended the event and published articles about Mr. Warner’s and England 2018’s efforts to help Longdenville.⁶⁷⁵

Mr. Anson and Ms. Bateman discussed the Longdenville trip when they were interviewed. In Mr. Anson’s interview, the subject arose when Mr. Anson was asked whether he ever felt that an Executive Committee member requested something inappropriate.⁶⁷⁶ “[T]he one thing” that fell into that category, Mr. Anson said, was “the Longdenville issue with Jack Warner, the trying to force us to fund the reparation of, of their village sports area.”⁶⁷⁷ Mr. Anson recounted what happened in Longdenville:

[W]e were taken to Jack Warner’s birthplace, this village at Longdenville, and on the bus going out there, he gave the English bid team this document which was a project in Longdenville, where they needed a new sports area, and they needed \$50,000 to be spent on this page. We then read this and thought it was strange, and we turned up in the town, and we got marched into the schoolyard where the whole village was there, everyone was out there, and

⁶⁶⁷ FWC00124874.

⁶⁶⁸ FWC00124874.

⁶⁶⁹ *See* FWC00124881-82.

⁶⁷⁰ FWC00124881.

⁶⁷¹ FWC00124881.

⁶⁷² *See* FWC00124881.

⁶⁷³ FWC00124875.

⁶⁷⁴ FWC00124914; FWC00173353.

⁶⁷⁵ *See* FWC00173225-26; FWC00173227-29.

⁶⁷⁶ *See* FWC00184711.

⁶⁷⁷ FWC00184711.

Jack Warner said, “[T]hese are the guys from England, they’re going to sort out your problem.” . . . David Dein stood up and spoke for 20 minutes and said nothing and gave nothing, said it was very interesting, we’ll take it away. . . . [T]hat was inappropriate, and you did feel like you were being strong-armed into doing something that you, you hadn’t said you would do, or you wouldn’t do. That was the one time I felt that, that it was something inappropriate.⁶⁷⁸

Ms. Bateman recalled Mr. Warner taking the England 2018 delegation to a rundown football pitch in Longdenville, then “ask[ing] us could we help him build a pitch in Longdenville[s]o these kids could have somewhere nice to play football and so on.”⁶⁷⁹ While Mr. Warner “never said, ‘I’ll vote for you if you do it,’”⁶⁸⁰ Ms. Bateman said, “it was implicit that he wanted us to do that and it would help.”⁶⁸¹ According to Ms. Bateman, building the pitch would have cost approximately £100,000 to £200,000,⁶⁸² and “we didn’t have that kind of money,”⁶⁸³ so Mr. Warner’s request “was a non-starter.”⁶⁸⁴ She added: “[B]ut you couldn’t really tell Jack that sort of thing. Just had to sort of, you know, just try and keep it at bay.”

Evidence in the record demonstrates that England 2018’s response to Mr. Warner’s request to finance a pitch, rather than viewing it as “a non-starter” that they tried to keep “at bay,” was favorable. England 2018 offered to help and, in the months leading up to the World Cup vote, persisted in its attempts to begin the project.

Journalists who wrote about the England 2018 delegation’s visit believed the bid team, thanks to Warner’s influence, would finance some or all of the Longdenville project. Under the headline “English pledge to help Longdenville,” Trinidad & Tobago Newsday reported on March 1, 2010 that Mr. Warner’s “boyhood home . . . will be the beneficiary of a spanking new, state-of-the-art sports facility”; that Mr. Warner “is the force who is making it possible”; and that during England 2018’s visit to Longdenville “[t]he residents were given a commitment by David Dein, president of the English Bidding Committee for the 2018 World Cup[,] that he will do everything in his power to ensure that the village gets what it wants for their sportsmen and women.”⁶⁸⁵ According to a March 2, 2010 report in Trinidad’s Guardian Media, “Sources said the English FA planned to cough up \$500,000 in the next ten days for the rehabilitation of the run-down recreation ground at the back of

⁶⁷⁸ FWC00184711-12.

⁶⁷⁹ FWC00184392.

⁶⁸⁰ FWC00184392.

⁶⁸¹ FWC00184393.

⁶⁸² *See* FWC00184392.

⁶⁸³ FWC00184392.

⁶⁸⁴ FWC00184393

⁶⁸⁵ FWC00173225-26.

Longdenville Government School.”⁶⁸⁶ The same report stated, “Warner said he was only too glad to help those in the community where he grew up.”⁶⁸⁷ While these reports strongly suggest that the England 2018 delegation provided the political support Mr. Warner expressly sought, they are insufficient to support a finding that Mr. Dein in fact made any “commitment” to Longdenville residents, or that England 2018 or the FA ever donated or “planned to” donate \$500,000 or any other amount to Longdenville.

Ms. Bateman’s written communications contradict the statement that the bid team was only concerned with keeping Mr. Warner “at bay.” On April 16, 2010, approximately seven weeks after the visit by the bid team, Ms. Bateman informed Mr. Warner that England 2018 had been working to coordinate the first step of the pitch-building project and was ready to move forward:

Longdenville[:] we have shared the proposal you gave us with one of The FAs partners here in London and are looking at a solution to the immediate problem which was explained to us during our visit, namely to work with you on the installation of a natural grass playing surface for the community. We would like to send an expert out to make an assessment of the surface and facilities, and await your guidance as to appropriate timing for this visit.⁶⁸⁸

Ms. Bateman and Mr. Warner discussed the project in person in early May, and Ms. Bateman notified Mr. Warner on May 12 that “we have a facilities technical adviser from the Football Foundation poised to come to Trinidad next week to make an inspection visit to Longdenville.”⁶⁸⁹ Ms. Bateman noted that “[a] representative of the British High Commission” would join the advisor in Longdenville, and “[t]hey will send a report back to me upon their return and we can then plan next steps.”⁶⁹⁰ As soon as Mr. Warner let her know which day he wanted the technical advisor to visit, Bateman said, “we will make the flight arrangements.”⁶⁹¹

Mr. Warner, having enjoyed the substantial “media hype” from his visit to Longdenville with England 2018, apparently lost interest in the project. Ms. Bateman forwarded her May 12 email to Mr. Warner again on May 14, reminding Mr. Warner to “please advise whether you would like us to send our grass specialist to Trinidad next week to visit Longdenville.”⁶⁹² On May 17, Mr. Warner’s assistant notified Ms. Bateman that Mr. Warner “has asked if we can reschedule the visit till

⁶⁸⁶ FWC00173227-28.

⁶⁸⁷ FWC00173228.

⁶⁸⁸ FWC00125090.

⁶⁸⁹ FWC00125192.

⁶⁹⁰ FWC00125192.

⁶⁹¹ FWC00125192.

⁶⁹² FWC00125192.

after the election,” which at the time was less than a week away.⁶⁹³ Ms. Bateman persevered. On June 29, she sent Mr. Warner “[j]ust a short note to see whether we can resume discussions on Longdenville.” The email stated that the technical advisor was “on standby to come to Trinidad to inspect the land”; that “we would like now to see if we can start to plan that visit”; and that on the “related matter” of “look[ing] into a twinning partner for Longdenville,” Ms. Bateman had the “pleasure in advising you that we have had interest from the town of Burton upon Trent, which may be familiar to you by name and it is to be the home of The FAs National Football Centre, St Georges Park.”⁶⁹⁴ Ms. Bateman, having apparently received no response, forwarded that June 29 message to Mr. Warner’s assistant on August 9, stating, “Please see below, and let me know if there is any news!”⁶⁹⁵ Seven weeks passed before Ms. Bateman forwarded *that* message to Mr. Warner’s assistant on September 22, asking, “If we go to Mr Warners constituency, will these matters arise? Did you ever get any feedback from Mr Warner? Let me know so that we can all be prepared.”⁶⁹⁶

It is unclear whether England ultimately provided any assistance to Longdenville. The response of England 2018 may well have been to keep Mr. Warner “at bay” with respect to his request for a \$500,000 pitch, but it does appear that the bid team was interested in having Mr. Warner believe they were responding favorably by taking incremental steps to assist Longdenville. Certainly there was no further interest in this project after December 2, 2010.

6. Conclusion

Mr. Warner had considerable influence as CONCACAF President and FIFA Executive Committee member. The record shows he repeatedly used that power to exact personal benefits in violation of the FIFA Code of Ethics. Whether it was a “request” for a job for an “adopted son,” for aid to his own football club, or for an all-expense paid trip for a Trinidad team, Mr. Warner’s conduct demonstrates an expectation that bidding teams would react favorably and seek to curry favor with a voting member. England 2018’s response shows an unfortunate willingness, time and again, to meet that expectation. Media reporting on the Longdenville project demonstrates that the public knew something of these arrangements further damaging the image of FIFA and the selection process.

B. Dinner at the CFU Congress

In yet another example of England 2018’s efforts to curry favor with Mr. Warner, the bid team sponsored a gala dinner for the Caribbean Football Union (“CFU”) at its annual Congress in Trinidad.

⁶⁹³ FWC00125205.

⁶⁹⁴ FWC00125270.

⁶⁹⁵ FWC00125377.

⁶⁹⁶ FWC00125377.

CFU is a sub-confederation of CONCACAF. Jack Warner, in addition to being a Vice President of FIFA, the President of CONCACAF, and a government official in Trinidad & Tobago, was the CFU President. He suggested to a Deputy High Commissioner from England, Geoff Patton, that England football officials attend and host an event at the CFU Congress.⁶⁹⁷ That suggestion found its way to Jane Bateman, who told Mr. Warner via email on February 15, 2010 that “we would be honoured to attend the CF Congress at the end of the month, and perhaps to host a reception or lunch, as you suggested to the High Commissioner.”⁶⁹⁸ Mr. Warner and Ms. Bateman corresponded over the next few days, trading ideas about which element of the CFU Congress England 2018 might sponsor.⁶⁹⁹ Mr. Warner proposed on February 16 that England “host a reception,”⁷⁰⁰ and Ms. Bateman wrote back that she “would like to speak to our High Commission before responding in full, as I will be seeking their support for a reception.”⁷⁰¹ Before she had a chance to do that, Mr. Warner proposed that England host the CFU dinner at the local Hyatt on February 26.⁷⁰² On February 17 and 18, Ms. Bateman and Mr. Warner exchanged emails about scheduling and other information about the dinner, which Mr. Warner estimated “approximately 120 - 150 persons” would attend.⁷⁰³

Ms. Bateman agreed that England would sponsor the dinner, and on February 21 Mr. Warner sent her “the dinner budget for the FA’s attention and action.”⁷⁰⁴ Mr. Warner also wrote that “[t]he Dinner will have a total of 160 persons coming from 30 countries in the Caribbean and is really the flagship event of the Caribbean Football Union.”⁷⁰⁵ The attached budget consisted of a chart, titled “Budget / CFU Dinner,” listing costs in both Trinidadian Dollars for various expenses.⁷⁰⁶ The largest line item, “tokens,” was not otherwise defined or elaborated, but had a budgeted cost of TTD 150,000 / £13,636— more than twice the price of the next-biggest line item, “dinner” (TTD 74,000 / £6,827).⁷⁰⁷ The total budget, which also included entries for “decorations” (TTD 50,000 / £4,645), “invitations” (TTD 4,200 / £382), and various other items, all with TTD prices rounded to the hundreds (with the vast majority rounded to the thousands), amounted to TTD 382,900 / £35,608.⁷⁰⁸ On February 22, Ms. Bateman asked Mr. Warner to convert the budget “into an invoice so that we can start to process

⁶⁹⁷ See FWC00124867; FWC00124872.

⁶⁹⁸ FWC00124867.

⁶⁹⁹ See FWC00124867; FWC00124871-73; FWC00124881-82.

⁷⁰⁰ FWC00124872.

⁷⁰¹ FWC00124871.

⁷⁰² See FWC00124871.

⁷⁰³ FWC00124881-82.

⁷⁰⁴ FWC00124892-93.

⁷⁰⁵ FWC00124892.

⁷⁰⁶ FWC00124893.

⁷⁰⁷ FWC00124893.

⁷⁰⁸ FWC00124893. Based on historical currency rates as of February 26, 2010, that total is equivalent to approximately \$55,000 United States Dollars.

payment,”⁷⁰⁹ and Mr. Warner promptly sent back an invoice on CFU that listed the same items and £35,608 total from the budget. The invoice did not append any additional documents, such as receipts from the Hyatt, to support the accounting. Although Mr. Warner asked Ms. Bateman in a separate email on February 22 whether it would “be possible for the payment to be made *to the hotel and other persons involved* this week,”⁷¹⁰ wiring details on the invoice requested that the £35,608 be sent to a CFU bank account.⁷¹¹ The funds were wired to CFU—first through an intermediary account in New York, then to CFU’s account in Trinidad—on February 23.⁷¹²

England 2018 CEO Andy Anson told the Investigatory Chamber that “we were ultra-careful that that money didn’t go to any individual. It went to the Caribbean Football Union’s account.”⁷¹³ In July 2012, however, the Court for Arbitration of Sport, in proceedings unrelated to the 2010 CFU Congress or to England 2018, found “ample evidence that Mr. Warner ran a secret USD bank account in which he co-mingled CFU and personal funds.”⁷¹⁴

While not a large amount of money compared to other sponsorship agreements, *see* Part X(E), the \$55,000 USD expense was not insubstantial. Moreover, that money was requested by a FIFA Executive Committee member who was looking to underwrite and expensive event he was hosting for his own sub-confederation in his home country. Clearly this was a benefit. As with Australia 2022’s transfer of AU\$500,000 to the “CONCACAF” Center for Excellence, it makes no difference whether Mr. Warner ultimately misappropriated this money. Mr. Warner made the request knowing the pressure that England 2018 would be under to comply because of the ongoing bid. As with Australia, England 2018 bowed to that pressure because of Mr. Warner’s potential vote and in this way reinforced both Mr. Warner’s expectations and public concern over the integrity of the bidding process.

C. Memorandum of Understanding with OFC

Mr. Warner was not the only FIFA Executive Committee member who sought to take advantage of his potential vote to extract benefits from England 2018. Reynald Temarii also saw an opportunity to help his resource-challenged confederation, Oceania Football Confederation (“OFC”).

Among the development efforts England’s bid book highlighted were projects England supported pursuant to a 2006 Memorandum of Understanding (“MOU”)

⁷⁰⁹ FWC00124894.

⁷¹⁰ FWC00124894 (emphasis added).

⁷¹¹ *See* FWC00124897.

⁷¹² FWC00124902.

⁷¹³ FWC00184711; *see also* FWC00184719.

⁷¹⁴ FWC00173416.

with the OFC.⁷¹⁵ With that agreement expiring, OFC urged England in 2010 to renew its commitment. The potential vote of OFC's lone FIFA Executive Committee representative provided the OFC leverage to negotiate further assistance.

Discussions about a new MOU began in earnest in April 2010, shortly before an England 2018 delegation's late April visit to meet with Mr. Temarii in his home country of Tahiti.⁷¹⁶ On April 24, OFC General Secretary Tai Nicholas sent Jane Bateman, the Director of Campaign Operations for England 2018, and Nada Hook, who at the time ran development programs for England's FA,⁷¹⁷ a proposed new MOU for 2011 through 2014.⁷¹⁸ The draft MOU, which Mr. Nicholas said Mr. Temarii would discuss with the delegation in Tahiti,⁷¹⁹ called for England's FA to provide \$1.2 million in New Zealand Dollars ("NZD") over four years,⁷²⁰ comprising \$568,000 NZD for travel costs associated with training English technical experts would provide to colleagues in OFC; \$138,000 NZD for equipment and educational materials; and \$494,000 NZD (this all payable in 2011) to help refurbish the OFC Technical Centre.⁷²¹ After the England 2018 delegation's meeting with Mr. Temarii in Tahiti, however, OFC sent Ms. Bateman and England 2018 CEO Andy Anson a new draft, this time seeking a greater contribution.⁷²² The new draft still called for England to provide the \$568,000 NZD for technical experts' travel costs and \$138,000 NZD for equipment and training materials, but it replaced the proposed \$494,000 NZD for renovations with a provision for a \$1,044,000 NZD investment, all to be provided in 2011, to build an artificial-turf pitch at the OFC Technical Centre in New Zealand.⁷²³ Mr. Temarii's personal assistant, Billy Vaitoare, noted in the cover email attaching the new proposal that OFC would await England's "answer by the end of next week as Andy mentioned," apparently a reference to a recent discussion with Mr. Anson in Tahiti.⁷²⁴

England seemed amenable to contributing on that scale, but reluctant to incorporate all three projects into the same MOU. In early June, Ms. Bateman sent Mr. Nicholas a revision that omitted the reference to building a new field. She wrote in her cover email, however, that "[t]he delivery of the commitments would be exactly along the lines of the proposal you gave us," except that a representative of England's FA would sign an MOU that described only the first two projects and "we

⁷¹⁵ See FWC00007112. Specifically, the bid book noted, England organized 11 training courses in Oceania and established a "[p]artnership programme" with two OFC member associations, Fiji and the Solomon Islands. FWC00007112.

⁷¹⁶ See FWC00125075; FWC00125097-98

⁷¹⁷ See FWC00125281.

⁷¹⁸ See FWC00125116-21.

⁷¹⁹ See FWC00125116.

⁷²⁰ Based on exchange rates as of late April 2010, \$1.2 million NZD was worth approximately \$855,000 USD.

⁷²¹ FWC00125118-21.

⁷²² See FWC00125128-32.

⁷²³ See FWC00125129-32.

⁷²⁴ FWC00125116.

will make a verbal commitment on the day to the third item in the proposal as we would like to treat it separately to the MoU with The FA.”⁷²⁵ Ms. Bateman did not explain the rationale for that approach, but as if to demonstrate England’s commitment to financing the construction of the pitch, she wrote that they should discuss “when would be the best time for us to send one of our experts to inspect the site.”⁷²⁶

England’s hesitation in formalizing the agreement to build the pitch led OFC to postpone the signing of the MOU, which had been tentatively scheduled to occur during a June 2010 meeting of the OFC Executive Committee in Johannesburg before the World Cup. Mr. Nicholas informed Ms. Bateman that OFC wanted to “defer the signing of the MOU,” in part because “[w]e would like the MOU to be more detailed and if possible include the legacy proposal of an installation of the artificial pitch.”⁷²⁷ Agreeing that a later signing date was appropriate, Ms. Bateman asked Mr. Nicholas whether she and Mr. Anson could “have some time with you . . . to see how this might best work and to agree [on] the wording.”⁷²⁸ Ms. Bateman added that “[w]e would also like to discuss sending our turf expert to Auckland to inspect the site,” preferably “sooner rather than later so that we can take the project forward.”⁷²⁹

After sporadic communications over the next few months, mostly about travel and scheduling, Ms. Bateman and Mr. Nicholas agreed by early September 2010 that England’s turf expert would travel to New Zealand to inspect the pitch site later that month, and the England-OFC MOU would be signed October 17 in Auckland, where OFC dignitaries would be gathered for OFC Executive Committee meetings on October 14-15 and for the ceremonial opening of OFC’s new headquarters.⁷³⁰ During the mid-October meetings, the OFC Executive Committee would determine which World Cup bids Mr. Temarii should vote for on December 2, 2010, a decision OFC and Mr. Temarii considered binding.⁷³¹

On September 17, 2010, Mr. Nicholas sent FIFA Secretary General Jérôme Valcke a letter soliciting his view about the propriety, given England’s role in the ongoing World Cup bidding process, of signing the England-OFC MOU on October 17:

Dear Jerome,

⁷²⁵ FWC00125242.

⁷²⁶ FWC00125242

⁷²⁷ FWC00125241.

⁷²⁸ FWC00125241.

⁷²⁹ FWC00125241.

⁷³⁰ *See* FWC00125278, FWC00125290-92, FWC00125327-28, FWC00125335-38.

⁷³¹ *See See* FWC00175314-15; FWC00173689-94, at FWC00173691.

In 2006, OFC and The Football Association signed a Memorandum of Understanding (“MOU”) for four years whereby The FA would assist the development of football in Oceania by providing technical expertise, personnel and equipment in some OFC Member Associations namely in Fiji and Solomon Islands.

Such an MOU is consistent with other MOU’s OFC has with UEFA, Football Federation of Australia, French Football and various Governments which provide similar football development assistance for OFC.

For the last 12 months OFC has been negotiating with The Football Association the renewal [of] the MOU for the period 2010-2013 whereby the renewed MOU will provide assistance in the travel costs of OFC technical staff, the production of teaching materials and equipment and the upgrade of infrastructure [at] the OFC Regional Technical Centre in Auckland.

We have proposed to sign this renewed MOU on 17 October 2010 on the occasion of the OFC Executive Committee meeting and opening of the new OFC Headquarters in Auckland.

However, the OFC President and I seek your advice and approval that it is appropriate that such an MOU be signed at this time in light of the upcoming selection for host countries of FIFA World Cup for 2018 and 2022 in December 2010. At all materials [*sic*] it has been clear between the parties that the renewal of the MOU is not conditional or linked to the support of the bid of The Football Association to host the 2018 FIFA World Cup.

However, we seek your advice whether we can sign the MOU in October or perhaps defer any signing of the MOU until early in 2011.

We look forward to your advice in due course.

Sincerely,

Tai Nicholas
General Secretary⁷³²

There is no record of Mr. Nicholas sending a copy of that letter to Ms. Bateman or any other English football official, but he summarized its contents in a September 24 email to Ms. Bateman:

⁷³² FWC00179776.

For the sake of transparency we have informed FIFA that we are signing the MOU with FA as part of the renewed term from 2006 in October 2010. We have advised FIFA the MOU is at ‘arms length’ with the English WC Bid.⁷³³

Several of Mr. Nicholas’s statements quoted above were at best misleading in ways that downplayed the relationship between the MOU and the England 2018 bid. Most notably, Mr. Nicholas told Secretary General Valcke “it has been clear between the parties that the renewal of the MOU is not conditional or linked to the support of the bid of The Football Association to host the 2018 FIFA World Cup”—or, as Mr. Nicholas phrased it in his email to Ms. Bateman, he “advised FIFA the MOU is at ‘arms length’ with the English WC Bid.” Those characterizations of the England 2018 team’s role are contradicted by the record. Ms. Bateman indeed made clear as early as June 2010, and again in mid-September, that England’s FA, rather than England 2018, would sign the MOU.⁷³⁴ The arrangement probably could not have worked in any other way given that England 2018 was established specifically for the bidding process and, no matter the result of the World Cup vote, would cease to exist in its then-current form through the life of the proposed MOU. That legal formality does not sever the “link[]” between the negotiations for the MOU and OFC’s potential support of England’s bid, nor does it demonstrate that England 2018 officials maintained an “arms length” distance from discussions between OFC and England’s FA. The record demonstrates that OFC discussed the MOU primarily with Ms. Bateman, who was England 2018’s Director of Campaign Operations, and Mr. Anson, the England 2018 CEO. Furthermore, they discussed the MOU in circumstances that also related to England’s World Cup bid, including at meetings when an England 2018 delegation presented the bid to Mr. Temarii in Tahiti⁷³⁵ and in emails about a potential England 2018 presentation to the OFC Executive Committee.⁷³⁶

Secretary General Valcke, emphasizing that he understood the agreement was “just a renewal,” emailed Mr. Nicholas guidance in a response on October 6, 2010:

It is indeed a timing which could be seen by few media a bit linked to 18/22 decision but in the mean time it is just a renewal and not a first agreement. Less we have to talk about when 18/22, better it is. If for you it is not an issue to postpone the announcement, then do. If it is just keep the date of October 17th[.]⁷³⁷

⁷³³ FWC00125397.

⁷³⁴ See FWC00125242, FWC00125360.

⁷³⁵ See FWC00125075, FWC00125097-98, FWC00125101-02, FWC00125116-17, FWC00125128.

⁷³⁶ See FWC00125237.

⁷³⁷ FWC0017977.

If anything, in the weeks before and after Secretary General Valcke weighed in, the apparent connection between the England 2018 bid and the OFC-England MOU discussions became even less ambiguous. A September 26 email from Ms. Bateman to Mr. Nicholas promised to follow up soon with details about how to formalize a separate MOU addressing the turf project she wanted to isolate from the other agreement, then asked Mr. Nicholas, “[i]n return,” to arrange a seemingly bid-related (not MOU-related) meeting between Messrs. Temarii and Anson in Zurich.⁷³⁸ On September 28, Mr. Temarii contacted Ms. Bateman to schedule the meeting with Mr. Anson,⁷³⁹ and Mr. Nicholas reminded Ms. Bateman via a separate email that, as to the “proposal to install the artificial pitch,” OFC continued to await “advice on how to progress the execution of a document or partnership agreement between the Football Foundation and OFC.”⁷⁴⁰

At the same time, OFC pushed to secure a longer and firmer commitment from England related to technical experts’ travel costs and equipment and training materials. Mr. Nicholas sent Bateman a new draft incorporating Mr. Temarii’s proposal to extend the agreement an additional four years, through 2018, “[t]o reflect the build up to *the 2018 World Cup presumably in England* and also the OFC Vision 2018.”⁷⁴¹ While Ms. Bateman and colleagues at England’s FA considered that proposal,⁷⁴² Mr. Nicholas supplemented it with a provision calling for England to invest an additional \$65,500 NZD annually from 2015 through 2018 for OFC’s “Just Play” grassroots development program.⁷⁴³

Ms. Bateman responded on October 11 with a proposal from England that, while not agreeing to fund any OFC projects after 2014, provided that “[i]n or around December 2013 the parties agree to discuss in good faith the success of the Project and the potential projects for which The FA may grant The OFC further assistance during the period between 1 January 2015 and 31 December 2018, and the value of any such assistance to be granted.”⁷⁴⁴ OFC pushed back. On October 12, Mr. Nicholas sent Ms. Bateman a redlined version of her proposal. Among other changes, OFC’s redline deleted provisions permitting England to limit the agreement to the initial four-year term or to terminate the agreement at any time with six months’ notice; and added language requiring the value of any additional assistance from England in 2015 through 2018 to be of a “similar or greater amount” relative to England’s contributions from 2011 through 2014.⁷⁴⁵

⁷³⁸ FWC00125396-98.

⁷³⁹ See FWC00125401.

⁷⁴⁰ FWC00125394.

⁷⁴¹ FWC00125396 (emphasis added).

⁷⁴² See FWC00125395.

⁷⁴³ FWC00125439, FWC00125479-82.

⁷⁴⁴ FWC00125494-501.

⁷⁴⁵ FWC00125505-12.

Negotiations continued as the scheduled OFC Executive Committee meeting and MOU signing drew closer. An attorney for England's FA sent Mr. Nicholas a new draft on October 13 and noted that Ms. Bateman had yet to review it because she was "currently about to board a plane" to New Zealand for the MOU signing.⁷⁴⁶ The attorney explained that the new draft rejected the proposed deletion of the termination clauses because England's FA "requires a termination clause of some sort as a standard," but he encouraged Mr. Nicholas to "please be reassured that The FA has not terminated any of its development agreements in the ten year history of running this programme."⁷⁴⁷ The revised draft accepted some of OFC's other recommended changes and extended the termination notice period from six months to a year.⁷⁴⁸

As Ms. Bateman traveled to New Zealand, two developments related to her visit emerged from the OFC Executive Committee meetings. First, among the candidates to host the 2018 FIFA World Cup, the OFC Executive Committee decided to support England and, if England were eliminated, then Spain.⁷⁴⁹ According to meeting minutes, to reach that determination OFC assessed bidders based on three criteria, the third of which—"[t]aking into account the previous and existing relationships with the FIFA Member Associations"—considered whether and to what extent each bidder provided assistance to OFC.⁷⁵⁰ The second development was the OFC Executive Committee's decision to distance its support for the England 2018 bid from the signing of the new MOU. Meeting minutes summarized the relevant discussion and resolution:

The [OFC] General Secretary provided information about the MOU with [the] Football Association and reminded the members that this [was] a renewal of the MOU signed in 2006 in Tahiti. The signing of the renewed MOU was to take place on 17 October 2010 during the opening of the OFC Offices. For the sake of good order the General Secretary had informed FIFA General Secretary of the proposed signing of the MOU in light of the upcoming vote for the FIFA World Cup 2018/2022. The FIFA General Secretary advised that it would be appropriate that the MOU not be signed on 17 October 2010 but the final decision would be left to OFC.

⁷⁴⁶ FWC00125513.

⁷⁴⁷ FWC00125513.

⁷⁴⁸ See FWC0012515-21.

⁷⁴⁹ FWC00173691. For 2022, OFC agreed to support Australia first, then, if necessary, the United States. See FWC00173691.

⁷⁵⁰ FWC00173691. The other two criteria addressed each bid's "football infrastructure to host the event and the legacy left in the country" and "[a]bility to create maximum revenue for FIFA." A parenthetical after that second criterion in the meeting minutes noted that "(98% of MA revenue comes from FIFA)." FWC00173691.

Resolution 9.3 It was agreed to defer the signing of the MOU with the Football Association on 17 October 2010.⁷⁵¹

Mr. Nicholas notified Ms. Bateman that although OFC postponed the MOU signing, “we will take the opportunity to discuss the reasons for this deferment and recent decision by OFC Executive Committee relating to the criteria and selection of the World [Cup] bids for 2018 and 2022 *which will have a positive impact on the English bid.*”⁷⁵² After Ms. Bateman acknowledged that message, Mr. Nicholas replied: “Don’t worry Ms Jane it [is] all *good news for the [E]ngland bid*—explain more tomorrow.”⁷⁵³

Postponing the MOU signing helped avoid creating a public appearance linking the MOU to England 2018’s campaign for Mr. Temarii’s vote. But the parties’ actual conduct, as reflected in the communications summarized above, leaves the clear impression of such a connection.

In the following weeks, Mr. Temarii became mired in ethics proceedings stemming from his secretly recorded conversations with undercover reporters.⁷⁵⁴ One issue germane to that case concerned the extent to which he suggested bidders’ contributions to OFC might influence his World Cup vote. Before appearing before the FIFA Ethics Committee in mid-November, Mr. Nicholas emailed Anson to ask whether Mr. Temarii told him before June 2010, when Australia announced that it would bid only to host the 2022 World Cup, “that we would be voting for Australia first for 2018 and 2022.”⁷⁵⁵ If so, it would refute suggestions of a relationship between the England MOU and the England 2018 bid by showing that the pre-June 2010 MOU negotiations occurred at a time when Mr. Temarii made clear his intent to vote for one of England’s then-rival bidders, Australia. But Mr. Anson candidly responded: “He did tell me that [A]ustralia was the first choice but at the time (in [T]ahiti) we both expected them to pull out of 2018 and that 2018 would come to Europe.”⁷⁵⁶ From the early stages of the MOU negotiations, it was therefore understood that Mr. Temarii’s 2018 vote was available.

The England 2018-OFC MOU negotiations did not necessarily violate bidding regulations or ethics rules. Mr. Anson acknowledged that Mr. Temarii’s vote seemed attainable given his “very good relationship with the English FA” and his positive response to the bid team’s presentation in Tahiti.⁷⁵⁷ Mr. Temarii made clear that OFC needed support and England had provided assistance in the past.

⁷⁵¹ FWC00173693.

⁷⁵² FWC00125522 (emphasis added).

⁷⁵³ FWC00125522 (emphasis added).

⁷⁵⁴ See Part III(C)(8).

⁷⁵⁵ FWC00125747.

⁷⁵⁶ FWC00125747. That is consistent with the witness statement and testimony Mr. Anson provided during Mr. Temarii’s proceedings before the Ethics Committee. See FWC00173748-49; FWC00173768-71.

⁷⁵⁷ FWC00184707-08.

Mr. Anson also emphasized that in his own experience Mr. Temarii spoke openly about OFC's needs, never requested money unrelated to specified projects, and never offered his vote in exchange for assistance. Rather, "he was asking for help in developing facilities so that his [C]onfederation could get stronger."⁷⁵⁸ The projects OFC asked England to fund appeared to be genuine and worthwhile efforts to benefit the entire Confederation; there was no particular emphasis, for example, on funneling the assistance to Mr. Temarii's home member association of Tahiti. Nor has anyone suggested that Messrs. Temarii or Nicholas, or others at OFC diverted contributions to their own accounts or requested ostensibly development-related favors to serve personal interests. That distinguishes OFC's discussions with England from the requests made by Jack Warner.⁷⁵⁹

Troublingly, Mr. Temarii's statements to the Investigatory Chamber about the England MOU were evasive and inconsistent. He said he "was favorable to support England" "from the beginning" because when he first "looked for assistance" from Europe, "England in 2006 was the first federation to react."⁷⁶⁰ Yet he also denied—often emphatically—that assistance from bidding countries influenced OFC's voting decision, saying at one point, "I would like to stress one more time that my vote is not in any way connected to the offers that are made by bidding country."⁷⁶¹

For reasons discussed in Part III(C)(8), neither Mr. Temarii nor any other OFC representative ultimately participated in the World Cup vote. On the eve of the election, Mr. Nicholas emailed England 2018's top officials to wish them, on behalf of OFC,

all the best of luck for the vote tomorrow. We wish to acknowledge all the tremendous support the FA has shown to OFC since 2006 and the continued support in the future. Please understand that we tried all we could to get our vote back for OFC but at the end of the day, we fully respect the right for Reynald Temarii to appeal. I am sure that post 2 December we can have an opportunity to meet and discuss our close mutual relationship and partnership.⁷⁶²

OFC and England do appear to have maintained some relationship in recent years, although perhaps not to the extent contemplated in mid-October 2010. Ms. Bateman told the Investigatory Chamber that England's FA still carries out some projects in OFC, among other places, pursuant to an MOU.⁷⁶³ While the terms of

⁷⁵⁸ FWC00184709-10.

⁷⁵⁹ *See, e.g.*, Parts VII(A), V(D)(2).

⁷⁶⁰ FWC00183628.

⁷⁶¹ FWC00183616-17.

⁷⁶² FWC00125838.

⁷⁶³ *See* FWC00184373-74.

that MOU are unclear, Mr. Temarii told the Investigatory Chamber that England never built OFC a football pitch.⁷⁶⁴

A relationship nonetheless existed between the MOU discussions and the England 2018 bid. Such a connection once again linked football development—much of it worthwhile—with a strategy to target such assistance to Executive Committee members.

The consequences of the bid team's self-serving motives for otherwise socially responsible behavior are brought home by the fact that England's dedication to promoting international football development ended along with its World Cup bid. Jane Bateman, who oversaw football development efforts as Head of International Relations for England's Football Association ("FA")⁷⁶⁵ before and after her assignment as Director of Campaign Operations for England 2018, told the Investigatory Chamber that England's international development budget "didn't increase during the period of the bid."⁷⁶⁶ After the December 2010 vote, however, the budget shrank—not coincidentally:

[W]hen the bid ended and we lost and we lost very badly, our Board wasn't very happy and our Board thought, "[W]ell, hang on. . . . [W]e've been, you know, giving all this assistance all around the world and we haven't got anything in return." Now the problem for me [there] is it was never about that. We were doing stuff around the world when there was no bid, when the bid was something we might do [W]hen the bid finished and then this decision was taken soon after that we're going to really sort of wrap up our international development program, I'm not very happy about that. [S]o we had existing MOUs with CAF. That's still going on. So we're still doing work in Africa because of that. And with OFC. But we haven't done any work since in CONCACAF for example—well, in any any of the others. . . . I will in time, you know, get this back on the agenda. . . . [S]o in answer to your question, because we lost [the] Board took a decision strategically, "[L]et's] not focus so much on this nice work we're doing around the world."⁷⁶⁷

The ability for Executive Committee members to seek benefits in the guise of football development, and the response of bid teams in seizing that opportunity to curry favor with those who would decide the hosts for the World Cup tournaments, had a real effect on those countries who might have benefited from such programs then and in the future.

⁷⁶⁴ See FWC00183615.

⁷⁶⁵ See FWC00138812; FWC00184357-59; FWC00184363-64.

⁷⁶⁶ FWC00184376.

⁷⁶⁷ FWC00184373-74; *see also* FWC00184595-97.

D. Lord Triesman's Allegations and the Dingemans Report

1. *Lord Triesman's May 2011 Testimony*

On May 10, 2011, Lord David Triesman testified before the Culture, Media and Sport Committee of the House of Commons about what he characterized as unethical conduct by FIFA Executive Committee members during the World Cup bidding process.⁷⁶⁸ Lord Triesman, who served as Chairman of England's Football Association (the "FA") and the England 2018 bid until his resignation from both posts in May 2010, described separate interactions with four members of the Executive Committee: Ricardo Teixeira, Jack Warner, Nicolás Leoz, and Worawi Makudi.

a. *Ricardo Teixeira*

Lord Triesman testified that he met Teixeira during an event in Qatar on November 14, 2009, and told him he looked forward to visiting Mr. Teixeira's home country, Brazil, to discuss England's World Cup bid. In addition, Lord Triesman testified, he told Mr. Teixeira "that I was personally delighted that President Lula [of Brazil], with whose State visit I had been involved as a Foreign Office Minister responsible, among other things, for the Americas, had given us express support for the chance to host the World Cup in 2018"—to which Mr. Teixeira replied, "Lula is nothing. You come and tell me what you have for me."⁷⁶⁹ While acknowledging that Mr. Teixeira spoke "relatively limited English" and that the "tell me what you have for me" statement "could be sufficiently ambiguous as to refer to a variety of things," Lord Triesman testified that Mr. Teixeira's comment troubled him: "I must say that I thought it was a surprising way of putting it and, in its way, a shocking way of putting it, because it would be easy to interpret, 'What you have for me' as meaning, 'What do you have for me?' rather than anything else."⁷⁷⁰

b. *Jack Warner*

Lord Triesman described two incidents involving Warner.

First, he testified that at a London hotel on October 7, 2009, Mr. Warner met with Lord Triesman and Sir David Richards, who at the time was Deputy Chairman of the England 2018 bid,⁷⁷¹ and asked "that some sort of school should be built, or an education establishment should be built, which had some affinity with football," to serve as Mr. Warner's "legacy to the Trinidad and Tobago football authority."⁷⁷²

⁷⁶⁸ See FWC00139097-115.

⁷⁶⁹ FWC00139100.

⁷⁷⁰ FWC00139100.

⁷⁷¹ See FWC00139284.

⁷⁷² FWC00139099.

According to Lord Triesman, he and Sir Richards rejected the request without hesitation:

I said immediately that in my view the proposition was out of the question. Sir Dave said in what I can only really describe as a stage whisper—you could certainly have heard it around that lounge—I’ll leave out some of the language—Sir Dave said, “You must be joking, Jack. You’re talking about probably £2.5 million.” Jack Warner nodded at that and sat back. He didn’t say anything. He nodded at it. But he then said that the funds could be channeled through him and he would guarantee that they were appropriately spent.⁷⁷³

Second, Lord Triesman testified that Mr. Warner contacted him after the January 12, 2010 earthquake in Haiti “and he said that the thing that in his view would lift the spirits of the people of Haiti was if they could see the World Cup,” but Mr. Warner said arranging that required him “to buy the television rights so that large screens could be erected in Haiti so that people could watch the games. He believed that if he had a sum of about half a million pounds sent to him, he could secure those rights.” Once again, Lord Triesman testified, he told Mr. Warner “that that was in my view entirely out of the question.”⁷⁷⁴ Lord Triesman added that “[s]ome time later it was put to me that [Warner] was the owner of those rights but whether he was or he was not, those were the sums that were mentioned.”⁷⁷⁵

c. Nicolás Leoz

The alleged interaction with Mr. Leoz occurred November 3, 2009, during a meeting Lord Triesman and other England 2018 officials attended in Mr. Leoz’s home country, Paraguay, to present their bid. Lord Triesman testified that during “a brief interlude toward the end of the introduction to the bid,” Mr. Leoz and one of his associates, Alberto Almirall, guided Lord Triesman to a cabinet displaying a “large book” chronicling various honors Mr. Leoz had received from different countries.⁷⁷⁶ According to Lord Triesman, Mr. Leoz then said, with Mr. Almirall translating the Spanish into English, that “he was deeply concerned about whether people recognised what he had achieved in terms of the honours that he had received”; “that he believed that a knighthood from the United Kingdom would be appropriate”; and that “as a former Foreign Office Minister,” Lord Triesman “must know how these things are organised and could probably achieve it.”⁷⁷⁷ Lord Triesman testified that he told Mr. Leoz “it was completely impossible; we did not

⁷⁷³ FWC00139099.

⁷⁷⁴ FWC00139099.

⁷⁷⁵ FWC00139099-100.

⁷⁷⁶ FWC00139100.

⁷⁷⁷ FWC00139100.

operate in the United Kingdom like that,” to which Mr. Leoz “shrugged his shoulders and turned and walked away.”⁷⁷⁸

d. Worawi Makudi

Lord Triesman prefaced his testimony about Mr. Makudi by noting that it involved Mr. Makudi’s wish to arrange a match in Thailand between the English and Thai national teams, then stating, “I have to tell you that discussions about the possibility of playing matches in countries, even if they are not at the top of our list of desired friendly matches, is a discussion that takes place, and it would be foolish to pretend that it doesn’t.” Lord Triesman testified that when he and Mr. Makudi discussed parameters of the potential matchup, Mr. Makudi “insist[ed] . . . that one way or another the TV rights to the broadcasts in the United Kingdom would go to him.” In response, Lord Triesman testified, “I made the point to him that, broadly speaking, the rights to games played overseas are owned by the federations or those in the countries where the game is being played. . . . It was not, in any case, in my view, something that we could or should organise, and I told him that. But that was what he believed was the critical thing to making the arrangement a success.”⁷⁷⁹

2. The FA Commissions the Dingemans Report

Asked whether he would submit his allegations and any supporting evidence to FIFA, Lord Triesman testified that “I always said I would come to a committee of Parliament first, because I am a parliamentarian myself,” but with that “first step” now complete, “I think it is right to then proceed.”⁷⁸⁰ Lord Triesman reiterated his willingness to assist a FIFA investigation later in his testimony, saying, “I will present them with whatever evidence is useful, and I am more than willing to do that,” although he said he believed “the first response will be that it never happened, and there will be a closing of ranks.”⁷⁸¹ That prompted this exchange:

Ms Bagshawe: Just finally, in your answer to Dr Coffey earlier, you said that you had waited. There was a reason why you did not make these allegations during the bid. You did not want to blow up the World Cup bid—fair enough—and afterwards you wished to present this evidence before a Select Committee of Parliament before taking it further. You have now done that. Will you now, therefore, be presenting this evidence to FIFA and asking for an investigation?

⁷⁷⁸ FWC00139100.

⁷⁷⁹ FWC00139100-101.

⁷⁸⁰ FWC00139104.

⁷⁸¹ FWC00139114.

Lord Triesman: I will make good all parts of my undertaking.⁷⁸²

An investigation began within days. After an initial exchange of letters in which the FA “offer[ed] its full support to an investigation by FIFA”⁷⁸³ and FIFA expressed “extreme concern regarding the latest allegations” and requested “any and all documentary evidence,”⁷⁸⁴ FIFA and the FA agreed that the FA would commission an investigation into Lord Triesman’s allegations and submit the findings to FIFA.⁷⁸⁵ Secretary General Valcke explained the next steps in a May 12, 2011 letter to FA General Secretary Alex Horne: “[W]e would like to emphasise that we request a report on *facts*, and not an interpretation of facts. The role of the Football Association is to collect the facts including supportive evidences. The role of FIFA will then be to analyse these facts.”⁷⁸⁶ Secretary General Valcke asked the FA to submit the investigator’s report to FIFA “as soon as possible.”⁷⁸⁷

The FA commissioned James Dingemans QC to conduct an independent investigation, collect evidence, and report his findings. On May 27, the FA sent Dingemans’s report (the “Dingemans Report”) to Secretary General Valcke.⁷⁸⁸

3. *The Dingemans Report’s Findings*

The Dingemans Report comprised five sections, one summarizing the investigation and evidence (the “Dingemans Report Summary”)⁷⁸⁹ plus one section detailing the findings and attaching the evidence relevant to the allegations against each of the four Executive Committee members Lord Triesman implicated.⁷⁹⁰

A cover letter accompanying the FA’s submission of the Dingemans Report noted that, “consistent with FIFA’s request,” “[i]t was not part of Mr Dingemans’ review to determine whether the allegations made by Lord Triesman were well founded or not.”⁷⁹¹ Introductory paragraphs in the Dingemans Report described the inquiry’s scope and limitations, explaining that the FA instructed Dingemans “(1) to review the evidence of the allegations against the four Executive Committee members; and (2) to ascertain if there is any other evidence that implicates FIFA Executive Committee members or other FIFA offices taking ‘bribes’ in return for

⁷⁸² FWC00139114.

⁷⁸³ FWC00139008.

⁷⁸⁴ FWC00139006.

⁷⁸⁵ See FWC00139007.

⁷⁸⁶ FWC00139007 (emphasis in original).

⁷⁸⁷ FWC00139007.

⁷⁸⁸ See FWC00139499-500.

⁷⁸⁹ See FWC00139060-77.

⁷⁹⁰ See FWC00139015-59 (Teixeira); FWC00139245-309(Warner); FWC00139078-150 (Leoz); FWC00139151-99 (Makudi).

⁷⁹¹ FWC00139500.

votes.”⁷⁹² Because the FA lacked “jurisdiction to require answers from the four Executive Committee members who were the subject of Lord Triesman’s evidence to the Select Committee,” Mr. Dingemans did not interview those officials.⁷⁹³ “As between FIFA and the FA,” the Dingemans Report stated, “FIFA is the relevant body for those purposes.”⁷⁹⁴

The Dingemans Report appended a selection of emails and other relevant communications, as well as signed witness statements from England 2018 CEO Andy Anson,⁷⁹⁵ England 2018 Director of Campaign Operations Jane Bateman,⁷⁹⁶ British politician Bob Blizzard,⁷⁹⁷ England 2018 International President David Dein,⁷⁹⁸ England 2018 Chief Operating Officer Simon Johnson,⁷⁹⁹ FA Vice Chairman Sir David Richards,⁸⁰⁰ and Lord Triesman.⁸⁰¹

Despite Lord Triesman’s prior vow to assist an investigation into his allegations, his cooperation with the Dingemans inquiry was limited. In his witness statement, Lord Triesman said he “had reread my private diary to refresh my memory” before his May 10 testimony, explaining that “I make my private diary in longhand every night from my recollections and from notes that I have made during the day.”⁸⁰² But Lord Triesman declined to produce a copy of the relevant diary entries or to elaborate on his allegations beyond stating repeatedly: “My evidence in respect of this allegation is set out in the transcript of the statement that I made to the Culture Media & Sport Select Committee under conditions of parliamentary privilege on 10 May 2011. I think that, if I try to add to it, I may stray into territory not covered by Parliamentary privilege.”⁸⁰³

The subsections below summarize the Dingemans Report’s findings.

a. Ricardo Teixeira

Not surprisingly given the nature of the allegation and Lord Triesman’s refusal to provide additional assistance, the Dingemans Report found little to corroborate or refute Lord Triesman’s allegation that Mr. Teixeira told him to “come

⁷⁹² FWC00139060-61.

⁷⁹³ FWC00139060.

⁷⁹⁴ FWC00139060.

⁷⁹⁵ See FWC00139053-55.

⁷⁹⁶ See FWC00139135-37 FWC00139290.

⁷⁹⁷ See FWC00139149-50.

⁷⁹⁸ See FWC00139129

⁷⁹⁹ See FWC00139057-59.

⁸⁰⁰ See FWC00139284-86.

⁸⁰¹ See FWC00139026-28.

⁸⁰² FWC00139026.

⁸⁰³ FWC00139026-28.

and tell me what you have for me.” An email from England 2018 CEO Andy Anson to others on the bid team noted that Lord Triesman met with Mr. Teixeira in Qatar in mid-November 2009, but it did not recount what they discussed.⁸⁰⁴ Mr. Anson, who did not attend the meeting, recalled “Lord Triesman telling me that he had been slightly surprised that in the meeting Mr Teixeira had dismissed President Lula’s support of our Bid as being irrelevant, and had stated that we would need to go and present the bid to him personally.”⁸⁰⁵ According to Mr. Anson, Lord Triesman did not report hearing Mr. Teixeira say “come and tell me what you have for me.”⁸⁰⁶ England 2018 Chief Operating Officer Simon Johnson characterized Mr. Teixeira’s English as “limited” and suggested that if Teixeira made the comment Lord Triesman alleged, he likely misspoke.⁸⁰⁷

b. Jack Warner

The Dingemans Report found support for Lord Triesman’s assertions that Jack Warner asked England to build an academy in Trinidad and Tobago and to help buy television rights so Haitians could watch the World Cup.

Sir David Richards corroborated much of Lord Triesman’s allegation concerning Warner’s request for the academy.⁸⁰⁸ He confirmed that he attended an October 7, 2009 meeting with Lord Triesman and Mr. Warner in London in which Warner proposed that England “commence a worldwide education programme, building education blocks around the world”—with the project to “start in Trinidad and Tobago.”⁸⁰⁹ Sir Richards said he “rebuffed the idea in very clear terms,” at which point Mr. Warner “moved on to speak about England’s bid.”⁸¹⁰ According to Sir Richards, “It was never explicitly said by Mr Warner that the building of the facility would be in exchange for Mr Warner’s voting for the England bid.”⁸¹¹ Discrepancies between Sir Richards’s account and Lord Triesman’s allegations concerned whether the £2.5 million cost was discussed in Warner’s presence and whether, as Lord Triesman alleged, Mr. Warner “said that the funds could be channeled through him.”⁸¹² Sir Richards stated that “Mr Warner did not ask for money in my presence nor did he mention funds being channeled through him.”⁸¹³ He recalled, however, that Lord Triesman and Warner “had a short conversation”

⁸⁰⁴ See FWC00139020, FWC00139051.

⁸⁰⁵ FWC00139020, FWC00139055.

⁸⁰⁶ FWC00139020, FWC00139055.

⁸⁰⁷ See FWC00139020-21, FWC00139058.

⁸⁰⁸ See FWC00139248-251.

⁸⁰⁹ FWC00139284.

⁸¹⁰ FWC00139284.

⁸¹¹ FWC00139285.

⁸¹² FWC00139099; see FWC00139248-251.

⁸¹³ FWC00139285.

near the end of the meeting that Sir Richards did not hear.⁸¹⁴ The £2.5 million figure, according to Sir Richards, arose after the meeting, when Sir Richards told Lord Triesman he “had been ‘tapped up’ by Mr. Warner” for “something like £2.5m,” an estimate Sir Richards based on his “previous experience of and involvement in the building of an education and training centre in South Africa.”⁸¹⁵ Mr. Anson and Ms. Bateman remembered hearing from Sir Richards after the meeting that Mr. Warner had asked England to build the academy, but neither recalled any mention of how much that project might cost.⁸¹⁶

As to Lord Triesman’s testimony about Haitian broadcast rights, the Dingemans Report discussed and attached a February 6, 2010 email from Warner requesting assistance in buying television rights needed to broadcast the World Cup in Haiti. The email, which Warner sent to Lord Triesman and copied to Ms. Bateman, stated in relevant part:

FIFA, besides financial assistance, is providing [the Haiti Football Federation] with large TV screens placed at two football stadia (at which stadia football can no longer be played in the immediate future) so that all Haitians can see the 2010 World Cup. However before the earthquake owner of the rights had charged them \$1.6 million USD for the rights, a fee which they had agreed to pay. I have since spoken to the owners and can get this figure reduced substantially. If you believe that you can assist them in any way by contributing in part or in whole to the purchase of these rights I am sure all of Haiti will be eternally grateful.⁸¹⁷

Based on February 2010 conversion rates, the \$1.6 million figure was approximately double the “about half a million pounds” quoted in his testimony.⁸¹⁸ Mr. Anson told Dingemans the email was forwarded to him, but “I understood very clearly from Lord Triesman that The FA were not in any way willing to entertain Mr Warner’s request and I therefore did not give it much thought.”⁸¹⁹ Similarly, Ms. Bateman stated that “Lord Triesman’s position on this was that the figure was out of reach and the assistance was not appropriate.” Ms. Bateman also recalled asking FA personnel to research who controlled the television rights because Lord Triesman “said he wanted to check the ownership.”⁸²⁰ She said the research revealed “that the company at the end of the trail acts on behalf of the Caribbean

⁸¹⁴ FWC00139284.

⁸¹⁵ FWC00139285.

⁸¹⁶ *See* FWC00139251-52, FWC00139290-91, FWC00139294.

⁸¹⁷ FWC00139298.

⁸¹⁸ FWC00139099. \$1,600,000 was worth £1,019,170 on February 6, 2010, the date of Mr. Warner’s email.

⁸¹⁹ FWC00139295.

⁸²⁰ FWC00139291.

Football Union (whose President is Mr Warner) to sell the rights in the region.”⁸²¹ The Dingemans Report Summary stated that “[i]nquiries suggest that a company called SportsMax acquired the pay-TV rights for FIFA events in the Caribbean from 2007-2014” in a transaction involving JD International, which “acts on behalf of the Caribbean Football Union,” whose President was Jack Warner.⁸²² The Dingemans Report added, “It appears that FIFA would be in the best position to ascertain the exact position in relation to television rights.”⁸²³

c. Nicolás Leoz

Evidence compiled in the Dingemans Report showed that Nicolás Leoz’s associates repeatedly told England 2018 officials that Mr. Leoz desired a prestigious honor from the British government. The Dingemans Report concluded that “[t]he extent to which the requests made by Alberto Almirall and others for an honour for Dr Leoz were made with the knowledge and approval of Dr Leoz is a matter on which it has not been possible to get direct evidence. There are inferences which it will be for FIFA to draw.”

Email correspondence attached to the Dingemans Report reflected some of the relevant communications from Mr. Leoz’s assistants. On October 29, 2009, days before the November 3 meeting Lord Triesman described in his testimony, Mr. Almirall sent Leslie Dickens, an England 2018 consultant,⁸²⁴ an email that described Mr. Leoz as follows:

He is a man who has many distinctions and decorations presented to him by foreign governments and institutions, among them some of the highest decorations given by France (Legion of Honor), Spain (Orden le Isabel la Catolica), Colombia, Venezuela, Peru, Japan, Argentina, Brazil, Mexico, Bolivia, Ecuador, Republic of China, Paraguay and many others.

Confidentially, I know that he would love to have a decoration from the British Crown or government, Jane Bateman is aware of this, but nothing has happened in this respect so far.⁸²⁵

Witness statements in the Dingemans Report recounted similar discussions with Mr. Leoz’s associates. Andy Anson, who attended the November 3 meeting in Paraguay with Lord Triesman, said two of Mr. Leoz’s associates, including Mr. Almirall, not only “gave a hint that Dr Leoz liked to receive honours and that it

⁸²¹ FWC00139291.

⁸²² FWC00139066-67.

⁸²³ FWC00139254.

⁸²⁴ See FWC00139083.

⁸²⁵ FWC00139083, FWC00139123.

would be nice if England were to recognise Dr Leoz in some way,” but also “said to me that it would be nice if at some point Dr Leoz would get to meet the Queen.” Mr. Anson cautioned, however, that “I was never a party to any conversation where Dr Leoz personally asked anyone connected with England 2018 for a knighthood, or indeed for any award or honour,” and “I cannot conclude that Mr Almiral[l] spoke on Dr Leoz’s behalf when he made the hints.”⁸²⁶ According to Simon Johnson, Lord Triesman returned from the November 2009 Paraguay trip having “formed the belief that Dr Leoz had asked him for a knighthood.” When Mr. Johnson asked Mr. Anson and Ms. Sanchez about Lord Triesman’s allegation, “[t]hose colleagues said that a suggestion along those lines was made by a member of the CONMEBOL staff, and not by Dr Leoz himself.”⁸²⁷ Ms. Bateman, who said she had known Leoz “for around 12 or 13 years,” said Mr. Leoz “is famous for his book which highlights honours he has been awarded, such as honorary degrees and doctorates.”⁸²⁸ Ms. Bateman acknowledged being “aware for some time (including prior to the bidding process) that, according to Alberto Almiral[l] (a member of staff at CONMEBOL), Dr Leoz missed having a British honour.”⁸²⁹ Bob Blizzard, a Member of Parliament until 2010, recalled that after he discussed England’s intent to bid for the 2018 FIFA World Cup with Mr. Leoz back in September 2007, the Paraguayan Charge d’Affaires in London “asked me if I could get ‘some kind of honour’ for Nicolas” because “Nicolas would like an honour.”⁸³⁰ David Dein, who said he “met Dr Leoz on several occasions during the bidding process” and “was probably the closest to him out of everybody on the England 2018 Bid,” said he “was aware that people within the Conmebol staff used to refer to the other honours that had been bestowed upon Dr Leoz,” but was never “made aware of such a request being made or hinted at by Dr Leoz himself.”⁸³¹ Nor, Mr. Dein said, “did Dr Leoz ever approach me for anything to do with honours.”⁸³²

England 2018 officials discussed internally “what honour might properly be given to Dr Leoz” and considered “creating a FA Disability Cup” that could be named after him in light of his previously recognized support “for the development of disability football.”⁸³³ England 2018 staff member Lucia Sanchez reported to Dickens in April 2010 that she had just spoken to Mr. Almiral by phone, and “[h]e asked me again about Leoz’s honorary title announcement as this can ‘weight heavily’ on Leoz’s decision. I think we need to offer something to Leoz when we go (naming the disability cup for example?) is this big enough, or should we pace

⁸²⁶ FWC00139120.

⁸²⁷ FWC00139131.

⁸²⁸ FWC00139126.

⁸²⁹ FWC00139126.

⁸³⁰ FWC00139149-50.

⁸³¹ FWC00139131-32.

⁸³² FWC00139131-32.

⁸³³ FWC00139070.

ourselves?”⁸³⁴ Mr. Dickens’s response to Ms. Sanchez, which he copied to Ms. Bateman, seemed to view the proposal to “nam[e] the disability cup” after Mr. Leoz as insufficient: “Please keep in mind that Dr. Leoz has written a book, or somebody wrote it for him, on all of his distinctions and honours. He wants something big, important and distinguished.”⁸³⁵ According to the Dingemans Report, “there were different views in England 2018 about whether the proposal” to name a trophy after Leoz “was a good idea; and the matter was not pursued.”⁸³⁶

The Dingemans Report noted that a version of Lord Triesman’s knighthood allegation emerged during the bidding process, in an episode that prompted Lord Triesman to resign from England 2018 and the FA. On May 16, 2010, a newspaper article reported that Lord Triesman made a number of allegations during a secretly recorded private conversation.⁸³⁷ According to the report, Lord Triesman alleged at one point “that one representative of a Latin American country, who he doesn’t identify, appears to want an ‘honorary knighthood, which we can’t, which we’ll never give.’”⁸³⁸ The Dingemans Report showed that Dickens notified Ms. Bateman and Ms. Sanchez via email on May 18, 2010 that Mr. Almirall, in response to the report, conveyed “his personal view” that “this could cost England the bid.”⁸³⁹ On May 20, 2010, Lord Triesman and England’s FA both wrote letters to the FIFA Ethics Committee addressing the various allegations attributed to Lord Triesman.⁸⁴⁰ One sentence in the FA’s letter addressed the comment about the knighthood request: “No member of the FIFA Executive Committee has asked The FA or the Bid Committee for an honorary knighthood which is the inference of the reported remark contained in the newspaper article.”⁸⁴¹ As the Dingemans Report stated, “Lord Triesman’s separate letter to FIFA did not repeat that denial.”⁸⁴²

d. Worawi Makudi

The Dingemans Report concluded that while Worawi Makudi lobbied England 2018 officials to arrange a friendly match in Thailand between the Thai and English national teams, “it does not appear that it was ever proposed that the UK TV rights would be vested in the Football Association in Thailand.”⁸⁴³

⁸³⁴ FWC00139135.

⁸³⁵ FWC00139135.

⁸³⁶ FWC00139070.

⁸³⁷ See FWC00139142-44; FWC00118400-402.

⁸³⁸ FWC00118401.

⁸³⁹ FWC00139137.

⁸⁴⁰ See FWC00139139-41; FWC00139146-47.

⁸⁴¹ FWC00139140.

⁸⁴² FWC00139085; see also FWC00139146-47.

⁸⁴³ FWC00139157-58.

Based on documents and witness statements the Dingemans Report compiled, Mr. Makudi long hoped to host a match in Thailand featuring England's national team. Simon Johnson said he introduced Mr. Makudi to Lord Triesman in December 2008, and "[a]t that meeting, Mr Makudi asked whether Lord Triesman could assist in having England play a friendly. He did not, however, make any reference to broadcasting rights."⁸⁴⁴ Mr. Johnson recalled speaking with Mr. Makudi "a number of times" when Mr. Johnson served as Director of Corporate Affairs for England's FA "and for probably the first three or four months of the bid," and "[a]t each of those meetings [Makudi] asked whether England would be willing to play a friendly in Thailand"—but, according to Mr. Johnson, Mr. Makudi did not discuss television rights "at any stage."⁸⁴⁵ Mr. Makudi pressed the issue in a March 18, 2009 letter to Lord Triesman inviting England's national team to play in Thailand.⁸⁴⁶ Calling the proposed matchup "our great wish and dream for our country," Mr. Makudi's letter expressed "hope that their wish and dream would come true by your great help and support."⁸⁴⁷ England 2018 CEO Andy Anson told Dingemans that he "had a number of discussions on this subject personally with Mr Makudi," and "[n]othing was ever said to me about TV rights during any of these discussions."⁸⁴⁸

At some point, Mr. Anson said, "a 'friendly' match between England and Thailand was agreed in principle."⁸⁴⁹ The Dingemans Report found that

when playing friendly matches overseas, the FA often retains all TV rights for UK and the rest of the world, permitting the host country only to have domestic 'in country' TV rights. This can be the subject of negotiation, depending on who is paying for the costs of planes, transport and accommodation. By letter dated 24 November 2010 . . . Adrian Bevington, Club England Managing Director, was writing to Mr Makudi as President of the Football Association of Thailand about team arrangements and requirements, and, among other matters, TV rights. It is apparent that there were proposals being discussed whereby the Football Association of Thailand retained not only domestic TV rights, but also rest of the world TV rights except for the UK, depending on what could be agreed about payment for the cost of the trip.⁸⁵⁰

⁸⁴⁴ FWC00139191.

⁸⁴⁵ FWC00139192.

⁸⁴⁶ *See* FWC00139188.

⁸⁴⁷ FWC00139188.

⁸⁴⁸ FWC00139196.

⁸⁴⁹ FWC00139196.

⁸⁵⁰ FWC00139157.

Mr. Bevington's letter, which the Dingemans Report attached, referenced a "Thailand v England" game apparently scheduled for June 7, 2011 and explained that "w[h]ile we will look to draft a formal contract for the fixture very soon, which will be managed by our commercial and legal departments, we have detailed below our key requirements" related to "the England senior team."⁸⁵¹ The letter stated that Thailand would "keep all matchday revenue" but would pay all of England's travel, accommodation, and security expenses; and that "subject to agreement on all England's costs being covered by the Thai FA (as above), the Thai FA will retain the third party TV rights (outside of Thailand and the UK). The FA will retain the rights for the UK."⁸⁵² The letter asked Mr. Makudi to identify "who is leading the commercial operation for this game on behalf of the Thailand FA," and it advised him that England's "Operations Travel Manager" hoped "to visit prospective hotels" in Thailand starting December 3, 2010.

e. Other Allegations

Mr. Dingemans noted in his report that "[i]n the short time I have had available (between 12 May and 27 May 2011), which I have necessarily devoted to attempting to locate evidence relating to the allegations made by Lord Triesman to the Select Committee and producing this report and the reports to FIFA, I have not been able to locate evidence relevant to other allegations and rumours."⁸⁵³ The witness statements the Dingemans Report appended indicated that there were no further allegations to pursue. Mr. Anson, Ms. Bateman, Mr. Dein, Mr. Johnson, and Sir Richards all stated that apart from whatever information they provided in response to Lord Triesman's allegations, they were "not aware" of any other "evidence, written or oral, which implicates members of FIFA, either on the executive committee or otherwise, with being involved in any corrupt activity in relation to the FIFA World Cup bidding process."⁸⁵⁴

4. FIFA's Response to the Dingemans Report

In the cover letter transmitted to FIFA Secretary General Jérôme Valcke along with the Dingemans Report on May 27, 2011, FA General Secretary Alex Horne noted his understanding that Secretary General Valcke "will now review the evidence and in accordance with Paragraph 14.1 of the FIFA Ethics Code pass the same to the FIFA Ethics Committee."⁸⁵⁵

⁸⁵¹ FWC00139198.

⁸⁵² FWC00139199.

⁸⁵³ FWC00139074.

⁸⁵⁴ FWC00139055, FWC00139059, FWC00139127, FWC00139129, FWC00139286.

⁸⁵⁵ FWC00139500.

FIFA's Head of Security, Chris Eaton, reviewed the Dingemans Report and set forth his findings in a written message to FIFA's General Counsel on May 28.⁸⁵⁶ Mr. Eaton concluded that "Lord Triesman's allegations in the UK Parliament under privilege are not adequately supported by him or other witnesses out of the privilege umbrella," and that while "the Warner allegations could warrant further investigation," none of the allegations "warrant opening a[n] Ethics Committee file as they now stand."⁸⁵⁷ Mr. Eaton assessed the case against each Executive Committee member in turn:

- Mr. Eaton said the allegation against Mr. Teixeira "is mired in linguistic differences that are highly open to misunderstanding and misinterpretation," and is unsupported "direct evidence that Mr. Teixeira asked for any specific benefit for him in exchange for his support for the bid."⁸⁵⁸
- As to Mr. Warner's alleged request for an academy, Mr. Eaton found that "[a]ll recall that there was a suggestion that an academy or a school be built in Trinidad, but none other than Triesman, and to some extent Richards, associated that with cash paid through Warner, and nobody has any evidence (other than inferential) that this conversation was associated with support for the UK bid." Mr. Eaton acknowledged that "[a]ccording to Triesman, supported in part by Richards, this was apparently obvious from the circumstances and the basis of the conversation, and therefore to be inferred," but Mr. Eaton concluded that "the evidential gaps and differences between witness testimony make this unsafe for referral." As to the alleged request for payments to buy broadcast rights in Haiti, Mr. Eaton again emphasized a lack of "evidence linking the request from Warner (by Email) for cash to be sent to him" to Mr. Warner's "support[] for the England bid." He added, "There are suggestions that Warner has a direct interest in a company or companies that did own these rights, and that he was in effect soliciting money for himself for something he already owned, but there are no facts to back this up."⁸⁵⁹
- Mr. Eaton found "no direct evidence that Dr. Leoz asked himself for an honour to be bestowed on him by the UK, nor is there any direct evidence he asked for anything in exchange for his support for the bid." He also cited "significant differences in the evidence of witnesses" and an "enormous reliance on inferential conclusions based on conversations and the circumstances and basis of them."⁸⁶⁰

⁸⁵⁶ See FWC00173438-39.

⁸⁵⁷ FWC00173438.

⁸⁵⁸ FWC00173439.

⁸⁵⁹ FWC00173438.

⁸⁶⁰ FWC00173439.

- Mr. Eaton’s analysis of the allegation against Mr. Makudi stated simply that “[t]his allegation is totally reliant on inferential conclusions based on conversations and other communications and the circumstances and basis of them.”⁸⁶¹

Mr. Eaton’s May 28, 2011 email is the only analysis of the evidence we have located in FIFA’s case files.

The following day, Sunday, May 29, news media quoted Secretary General Valcke as saying that the Dingemans Report “cleared” everyone Lord Triesman had implicated:

I have just got the FA report—it’s a big report, 200 pages—which we asked for after Triesman’s allegations. I hope FIFA will agree to make it public because *all the people here are completely cleared*, so I’m glad the person appointed by the FA took time to hear not only Triesman but also David Dein, Simon Johnson, Anson Anson and other people who were part of the bid.⁸⁶²

FIFA President Joseph Blatter echoed that characterization of the Dingemans Report during a FIFA Executive Committee meeting on May 30. According to minutes of the meeting, President Blatter introduced the “61st FIFA Congress 2011” item of the agenda

by referring to the accusations of breaches of the FIFA Code of Ethics made by Lord Triesman against four members of the Executive Committee during an inquiry by the UK parliament into the bid campaign to host the 2018 FIFA World Cup. This had prompted The Football Association (The FA) to commission an independent report into the accusations, *which had exonerated all four members*.⁸⁶³

In the ensuing discussion, FIFA Vice President Ángel María Villar Llona, referencing unsubstantiated allegations Lord Triesman made against Spain in the secretly recorded conversation that became public in May 2010, “raised the possibility of at least declaring Lord Triesman a persona non grata at the appropriate moment, to which the President agreed”; Makudi announced “that he had instructed his lawyers to explore the possibility of taking legal action against Triesman” (as discussed in Part VII(D)(4), Mr. Makudi later sued Lord Triesman for libel); FIFA Vice President Geoff Thompson of England “questioned Triesman’s credibility given that he had had to resign as chairman of The FA and of the England bid and criticised him for using parliamentary privilege to make his

⁸⁶¹ FWC00173439.

⁸⁶² FWC00155985 (emphasis added).

⁸⁶³ FWC00166752 (emphasis added).

claims,” and “added that he was very pleased that The FA had conducted an inquiry into the allegations that cleared the members of the accusations”; and Executive Committee member Mohamed Raouraoua “urged the President to bring the findings of The FA’s report to the attention of the media, which the President said he would do.”⁸⁶⁴

FIFA published the Dingemans Report Summary, which addressed the bulk of the findings discussed in Part VII(D)(3) above, on its website later that day.⁸⁶⁵ FIFA also issued a press release headlined “No evidence on allegations made against FIFA Executive Committee members at the House of Commons.”⁸⁶⁶ The release stated that “FIFA has found no elements in this report which would prompt the opening of any ethics proceedings.”⁸⁶⁷

5. *The Investigatory Chamber’s Analysis*

The Dingemans Report presented ample evidence with respect to certain allegations to warrant the initiation of FIFA Ethics Committee proceedings. Information compiled in the Dingemans investigation and supplemented during the Investigatory Chamber’s own inquiry establishes a prima facie case that serious violations of bidding rules and the FIFA Code of Ethics occurred.

Unfortunately, in addition to being unable to question former FIFA Executive Committee members Ricardo Teixeira, Jack Warner, and Nicolás Leoz,⁸⁶⁸ the Investigatory Chamber received no cooperation from Lord Triesman. The Investigatory Chamber first requested a meeting with Lord Triesman in September 2013, during the early stage of the investigation into the World Cup bidding process.⁸⁶⁹ Lord Triesman’s legal counsel responded that while “Lord Triesman would be happy to co-operate with the inquiry that you are undertaking” “[u]nder

⁸⁶⁴ FWC00166753-54.

⁸⁶⁵ See FWC00139519; FWC00173361-63. As of August 2014, the Dingemans Report Summary remains available online at <http://www.fifa.com/mm/document/affederation/administration/01/44/40/85/jdqcreview-summary.pdf>.

⁸⁶⁶ FWC00173361.

⁸⁶⁷ FWC00173362. FIFA’s response to the Dingemans Report came amid a particularly tumultuous few days. On May 29, 2011, the FIFA Ethics Committee provisionally banned two Executive Committee members, Jack Warner and Mohamed Bin Hammam, based on evidence they had bribed Caribbean Football Union members in an attempt to influence the upcoming election for FIFA President. See FWC00166748. FIFA was also responding to separate allegations—made during the Parliamentary hearings where Lord Triesman testified—from the *Sunday Times* and the so-called “Qatari whistleblower.” See Part X(H). The same press release that announced FIFA “found no elements” in the Dingemans Report “which would prompt the opening of any ethics proceedings” also noted that “FIFA has not received any evidence whatsoever from the *Sunday Times* or from the ‘whistleblower’ cited in that newspaper with regard to allegations made against two other members of the FIFA Executive Committee (Issa Hayatou and Jacques Anouma).” FWC00173362.

⁸⁶⁸ See Part IV(B)(2).

⁸⁶⁹ See FWC00173449.

normal circumstances,” an ongoing libel lawsuit Mr. Makudi filed in response to Lord Triesman’s May 2011 testimony made Lord Triesman “reluctant to provide evidence” that “may expose him to further legal claims.”⁸⁷⁰ Accordingly, the Investigatory Chamber notified Lord Triesman’s counsel that “[g]iven the unique concerns your client’s legal position raises,” the interview would not be pursued at that time.⁸⁷¹ Months later, after reports that a court resolved the litigation in Lord Triesman’s favor,⁸⁷² Lord Triesman made public statements indicating that he felt comfortable discussing matters relevant to an investigation into potential violations of the FIFA Code of Ethics. For example, in June 2014 he was quoted as saying “there is a very good case” for re-opening the World Cup bidding process because “I don’t think you can leave the World Cup in any location where it has been awarded by means that are not legitimate.”⁸⁷³ The Investigatory Chamber therefore contacted Lord Triesman’s attorney again to request a meeting.⁸⁷⁴ Lord Triesman’s counsel responded, however, that because “Mr Dato Worawi Makudi continues to pursue his libel claim against Lord Triesman and has sought permission to appeal the decision to strike-out his claim to the Supreme Court,” Lord Triesman “feels that he has been put in a position where he has no option but to decline your invitation.”⁸⁷⁵

Accordingly, the subsections below summarize the Investigatory Chamber’s analysis of the allegations and related evidence without any further assistance from Lord Triesman.

a. Ricardo Teixeira

As to Lord Triesman’s allegations against Ricardo Teixeira, FIFA’s decision not to initiate further proceedings was well-founded. Lord Triesman testified that even he did not necessarily interpret Teixeira’s alleged statement—“Lula is nothing, you come and tell me what you have for me”—as a request for a bribe, especially given “that Mr Teixeira’s grasp of English was not complete.”⁸⁷⁶ Others confirmed, both in witness statements⁸⁷⁷ appended to the Dingemans Report and in interviews with the Investigatory Chamber,⁸⁷⁸ that Mr. Teixeira spoke English poorly. While FIFA could have requested Mr. Teixeira to respond to Lord Triesman’s testimony, he almost certainly would have stated that he never made the comment at all or that it was merely a garbled attempt to invite Lord Triesman to Brazil and remind

⁸⁷⁰ FWC00173432.

⁸⁷¹ FWC00173433.

⁸⁷² See, e.g., FWC00153425.

⁸⁷³ FWC00173440-43.

⁸⁷⁴ See FWC00173434.

⁸⁷⁵ FWC00173435.

⁸⁷⁶ FWC00139100.

⁸⁷⁷ See FWC00139058.

⁸⁷⁸ See FWC00184716.

him that Mr. Teixeira, not President Lula, was the only Brazilian whose assessment of the World Cup bids mattered.

b. Jack Warner

The Dingemans Report included a signed statement from a witness, Sir David Richards, corroborating Lord Triesman's allegation that Jack Warner asked the Chairman (Lord Triesman) and Deputy Chairman (Sir Richards) of the England 2018 bid to fund the construction of an academy in Trinidad and Tobago. Witness interviews conducted during this investigation further bolstered the claim. Andy Anson, whose witness statement in the Dingemans Report noted merely that Sir Richards reported "that Mr Warner had mentioned to him the possibility of a football academy in Trinidad,"⁸⁷⁹ told the Investigatory Chamber that Sir Richards "was very clear to me" that Sir Richards perceived Mr. Warner's request as "the price of getting Jack Warner's vote."⁸⁸⁰ Together, that constitutes strong evidence that Mr. Warner violated ethical rules.

Much of the Dingemans Report's analysis centered on whether Sir Richards mentioned the £2.5 million estimate of the proposed project's cost in Mr. Warner's presence or only after the meeting. That issue is irrelevant. It suffices to say that Mr. Warner's request for the academy was a request for a substantial personal benefit. Given Mr. Warner's status as a voting member of the FIFA Executive Committee, and Lord Triesman's and Sir Richards's roles with the England 2018 bid team, the request was improper regardless of whether England could afford to grant it.

With respect to Mr. Warner's request to help buy World Cup broadcast rights in Haiti, Jane Bateman stated in the Dingemans Report that "Lord Triesman's position on this *was that the figure was out of reach* and the assistance was not appropriate" and noted that Lord Triesman "also said he wanted to check the ownership of those rights."⁸⁸¹ Email communications the Investigatory Chamber obtained from England indicate that Lord Triesman did not decline Mr. Warner's February 6, 2010 request until February 24,⁸⁸² a delay consistent with the notion that Lord Triesman awaited the results of the research into the ownership issue before deciding whether to contribute. The Dingemans Report also notes that efforts to trace the ownership rights apparently led to a company that acted to sell broadcast rights in the region on behalf of CFU. After noting the ownership issue, the Dingemans Report stated correctly that "FIFA would be in the best position to

⁸⁷⁹ FWC00139294.

⁸⁸⁰ FWC00184717.

⁸⁸¹ FWC00139291 (emphasis added).

⁸⁸² See FWC00124904. Lord Triesman told Mr. Warner via email, "We have considered this, and if I may be completely honest with you, we are not in a position to make a contribution of this magnitude for the rights, whilst understanding completely the significance of this for the island of Haiti." *Id.*

ascertain the exact position in relation to television rights.”⁸⁸³ Indeed, that issue warranted further investigation by FIFA.⁸⁸⁴ On June 20, 2011, as a result of a separate vote-buying scandal, Jack Warner resigned from all of his football-related positions.⁸⁸⁵ On this record a *prima facie* case has been established that Mr. Warner violated both the bidding rules and the FCE.⁸⁸⁶

c. Nicolás Leoz

The Dingemans Report observed that the evidence related to Lord Triesman’s allegation against Mr. Leoz leaves “inferences which it will be for FIFA to draw.” Credible evidence pointed toward the inference that Mr. Leoz deliberately conveyed his willingness to support England’s bid in exchange for a prestigious honor, preferably a knighthood.

The suggestion that Mr. Leoz’s associates were not communicating on Mr. Leoz’s behalf when they pressed England 2018 officials to honor their boss blinks reality. This was not a stray comment from an eager assistant on one occasion; it was a coordinated campaign in furtherance of what Ms. Bateman characterized as Mr. Leoz’s “famous” interest in chronicling and showing off “honours he has been awarded, such as honorary degrees and doctorates.” The Paraguayan Charge d’Affaires raised the issue with Bob Blizzard after Blizzard discussed England’s future bid with Mr. Leoz in Paraguay; according to Simon Johnson, “people within the Conmebol staff used to refer to the other honours that had been bestowed upon Dr Leoz”; Alberto Almirall emphasized just before the England 2018 delegation’s visit to Paraguay that Mr. Leoz “would love to have a decoration from the British Crown or government”; Mr. Almirall and another of Mr. Leoz’s associates approached England 2018 CEO Andy Anson after the November 3, 2009 meeting and “gave a hint that Dr Leoz liked to receive honours” and “that it would be nice if at some point Dr Leoz would get to meet the Queen”; and Mr. Almirall told England 2018 staff member Lucia Sanchez months later that “Leoz’s honorary title announcement . . . can ‘weight heavily’ on Leoz’s decision.”

Mr. Leoz’s subordinates were not the only ones who raised the issue. According to Lord Triesman’s parliamentary testimony, Lord Triesman learned of Mr. Leoz’s desire for a knighthood from Mr. Leoz himself. The obvious explanation for why Mr. Leoz personally mentioned the knighthood only to Lord Triesman is, as Lord Triesman testified, that Mr. Leoz believed Lord Triesman “must know how

⁸⁸³ FWC00139254.

⁸⁸⁴ Attorneys for CONCACAF investigated various allegations against Mr. Warner—though not the specific allegation regarding Haiti broadcast rights—beginning in June 2012. *See* FWC00173544-687. Among other conclusions, that investigation found that “Warner committed fraud” that “divested CONCACAF and FIFA of approximately \$26 million.” FWC00173645.

⁸⁸⁵ *See, e.g.*, FWC00173952-53.

⁸⁸⁶ *See* XIV(A)(3)(c).

these things are organised and could probably achieve it.”⁸⁸⁷ Mr. Leoz’s apparent belief that Lord Triesman offered his best hope for being knighted was understandable given Lord Triesman’s status as both the Chairman of England 2018 and a member of the House of Lords.

England 2018 officials perceived that Mr. Leoz would have viewed them more favorably if they helped him obtain a knighthood. Mr. Leoz, a FIFA Vice President and the CONMEBOL President during the bidding process, bears responsibility for fostering that perception. At a minimum, he compromised the bidding process by creating the impression—whether through his own actions or through negligent supervision of the assistants he assigned to communicate with the England 2018 bid—that his desire for personal accolades could influence his World Cup vote. The more logical inference from the evidence is more incriminating: Mr. Leoz directed or encouraged his associates to request a personal benefit in exchange for his support of England’s World Cup bid.

The behavior of English football officials also fell short of ethical standards.

In response to the newspaper article about Lord Triesman’s secretly recorded comments, the FA represented to the FIFA Ethics Committee on May 20, 2010 that “[n]o member of the FIFA Executive Committee has asked The FA or the Bid Committee for an honorary knighthood which is the inference of the reported remark contained in the newspaper article.”⁸⁸⁸ At best, that statement was misleading. Even ignoring Lord Triesman’s allegation that Mr. Leoz requested a knighthood directly, the FA’s assertion was true only under the narrowest, most legalistic sense—one where a member of the Executive Committee could be deemed not to have “asked” for anything if the request came from a subordinate, or where a request for both “a decoration from the British Crown or government” and an opportunity to “meet the Queen” could be distinguished from a request “for an honorary knighthood.”

While the record indicates that England football officials neither pursued nor seriously considered pursuing a knighthood for Mr. Leoz, Ms. Bateman’s statements to the Investigatory Chamber were revealing. She said the prospect of helping Mr. Leoz obtain a knighthood “was a non-starter,” adding, “[T]hese aren’t decisions taken by a football association; it’s things taken by a government.”⁸⁸⁹ But the bid team considered naming the Disability Cup trophy after Mr. Leoz, Ms. Bateman said, “because it had to be something.” England 2018 ultimately chose not offer Mr. Leoz the naming-rights honor “[b]ecause needless to say he wasn’t really interested in having the Disability Cup named after him.”⁸⁹⁰ It therefore appears that

⁸⁸⁷ FWC00139300.

⁸⁸⁸ FWC00139140.

⁸⁸⁹ FWC00184389.

⁸⁹⁰ FWC00184389.

England 2018 officials dismissed the knighthood request in large part because they believed it was beyond their means; and they declined to name the Disability Cup trophy after Mr. Leoz because they believed that honor, while the best they could offer, was too modest to have much influence on Mr. Leoz.

There is a prima facie case on this record that Mr. Leoz breached ethics rules because he sought this significant personal benefit in the context of the bidding process. Similarly, the bid team erred in considering the proposal to name the FA Disability Cup trophy after Mr. Leoz rather than arranging a knighthood; that type of conduct undermined the bidding process and denigrated a legitimate honor that might indeed mean a great deal in its own right.

d. Worawi Makudi

Neither the Dingemans Report nor the Investigatory Chamber found evidence corroborating Lord Triesman's allegation that Worawi Makudi specifically requested the U.K. broadcast rights for a potential England-Thailand friendly. But evidence in the record supports the conclusion that in discussing the potential friendly match, ethical rules were broken.

In April 2010, England 2018 International President David Dein asked FIFA Secretary General Jérôme Valcke, in an email with the subject line "Bid rules," to clarify FIFA's "guidelines of 'dos' and 'don'ts' for legacy programmes."⁸⁹¹ Secretary General Valcke's reply, sent April 20, 2010, began with the following sound analysis:

With regard to whether a Member Association which participates in the Bidding Process 2018/2022 (or its Bid Committee) may assist or provide any services or goods to another Member Association, Member Associations may in principle conduct their normal activities regardless of the Bidding Process. Such assistance or provision of goods or services may be part of the MA's programmes to develop football or collaboration with other M[A]s. *The crucial question is why they are doing it/ and what the real goal is.*⁸⁹²

After quoting rules from the Bid Registration agreement applicable to "any Member Association which participates in such Bidding Process (and its Bid Committee)," Secretary General Valcke noted that where "a Member Association which has an official in the FIFA Executive Committee receives the assistance, goods or services, such assistance, goods or services may be regarded as intended to influence such member of the FIFA Executive Committee" and thus could violate rules governing gifts and other personal benefits.⁸⁹³ "To be on the safe side," Secretary General

⁸⁹¹ FWC00125086.

⁸⁹² FWC00125112 (emphasis added).

⁸⁹³ FWC00125112.

Valcke advised, a “Member Association[] which participates in the Bidding Process 2018/2022 (or its Bid Committee) should ask the FIFA Ethics Committee for an approval of their planned activities.”⁸⁹⁴

England appears not to have heeded that advice⁸⁹⁵ and, instead, pursued the type of prohibited arrangement Secretary General Valcke identified. If not for the England 2018 bid, English football officials would not have considered accepting Mr. Makudi’s invitation to play a friendly against Thailand. FIFA ranked England’s national team No. 6 in the world in 2010; Thailand was No. 129. Ms. Bateman told the Investigatory Chamber that in the view of “the FA, who have the best interest of the England team at heart, playing Thailand was not a fit.”⁸⁹⁶ When asked whether Thailand’s team was one England “would play a friendly with normally,” Roger Burden, who replaced Lord Triesman as Chairman of England’s FA in 2010, answered simply: “Not normally, no.”⁸⁹⁷

Mr. Makudi had been lobbying to arrange an England-Thailand friendly for what he described as “so many years.”⁸⁹⁸ It is no coincidence that England finally agreed to grant his wish on November 24, 2010,⁸⁹⁹ eight days before the World Cup vote. Bid team personnel participated in the parties’ talks. Ms. Bateman, who as England 2018’s Director of Campaign Operations was tasked with marshaling support for the bid, told the Investigatory Chamber she discussed with Mr. Makudi “whether a match would be possible.”⁹⁰⁰ England 2018 CEO Andy Anson stated in the Dingemans Report that not only was he “aware that a ‘friendly’ match between England and Thailand was agreed in principle,” but “I had a number of discussions on this subject personally with Mr Makudi.”⁹⁰¹ A travel schedule shows that Mr. Anson was scheduled to meet with Mr. Makudi on November 22, 2010,⁹⁰² two days before England sent Mr. Makudi the letter agreeing to play the friendly.⁹⁰³

The Thailand matchup was not the only one England 2018 officials contemplated in devising their bid strategy. According to Mr. Anson, Mr. Dein initially wanted to try to schedule a friendly against Argentina, a considerably more formidable opponent that also happened to have a representative on the Executive

⁸⁹⁴ FWC00125112.

⁸⁹⁵ Nothing in the record, which includes the FIFA Ethics Committee’s complete files and correspondence related to the bidding process, indicates that the Ethics Committee approved or was even informed of England’s interest in arranging a friendly against Thailand.

⁸⁹⁶ FWC00184401.

⁸⁹⁷ FWC00184594.

⁸⁹⁸ FWC00182840.

⁸⁹⁹ FWC00139199.

⁹⁰⁰ FWC00184400-01.

⁹⁰¹ FWC00139196.

⁹⁰² *See* FWC00125751.

⁹⁰³ *See* FWC00139199.

Committee in Julio Grondona. Others rejected the idea, Mr. Anson said, on the rationale that “we’re never ever going to get Grondona’s vote[].”⁹⁰⁴

Mr. Makudi’s vote seemed more attainable. English officials believed Mr. Makudi would vote for the Spain/Portugal bid early in the voting to select the 2018 World Cup host.⁹⁰⁵ According to Mr. Anson, though, “we did think he would come to us second,” one reason being “all the discussion about the England game.”⁹⁰⁶ Mr. Makudi “clearly wanted England to play Thailand,” Mr. Anson explained, in order to ingratiate himself with Thai authorities:

He was [former Thai Prime Minister Thaksin] Shinawatra’s guy within the Thai regime, Shinawatra left, and Makudi wanted to win favor with, with the kingdom, with the new politicians. . . . [B]ringing England to play Thailand would have been his way of doing that. [S]o by letting him talk to the FA about a friendly match, that was clearly a chance that you’re going to, you know, you’re going to get him on your side.⁹⁰⁷

England not only agreed to play against Thailand, but did so under terms that did not appear to reflect England’s superior negotiating position. A comparison with the terms from a different England’s men’s senior national team friendly is illustrative. On May 30, 2010, England played Japan’s national team in Graz, Austria. Relative to Thailand, Japan should have had far more leverage to negotiate a favorable contract: the Japan matchup offered England, which was ranked 6th internationally in 2010, much better competition (Japan was ranked 29th, Thailand 120th) in a far more convenient location.

Yet Japan played under terms that were not materially more favorable—if they were more favorable at all—than those England proposed to Mr. Makudi one week before the World Cup vote. To be sure, some of the terms in the Japan contract called for England to make payments it would not have had to make to Thailand: while the Thailand agreement did not mention any appearance fee,⁹⁰⁸ England paid Japan a \$200,000 “Match Fee” for the May 2010 game;⁹⁰⁹ and while Thailand was to cover all of England’s transportation and accommodation expenses,⁹¹⁰ England covered its own expenses for the Japan game plus the costs of transporting the Japanese team within Austria (with Japan responsible for its own

⁹⁰⁴ FWC00184715.

⁹⁰⁵ See FWC00184490-91; FWC00184698; Part XIII(A).

⁹⁰⁶ FWC00184699-4700.

⁹⁰⁷ FWC00184714-15.

⁹⁰⁸ See FWC00139198-99.

⁹⁰⁹ See FWC00126159-60.

⁹¹⁰ See FWC00139198.

airfare and accommodations).⁹¹¹ Other provisions set forth in England’s letter to Thailand, however, were far more generous. First, the Thailand agreement entitled “[t]he Thai FA to keep all matchday revenue from the match including ticket sales, hospitality, programme sales and food and beverage sales,”⁹¹² while the Japan agreement gave England the right to “all amounts and benefits received by it in connection with the staging or exploitation of the Match including without limitation ticket revenues.”⁹¹³ Second, as to media and broadcast rights, which Lord Triesman alleged were of particular interest to Mr. Makudi, Thailand was to receive not only rights within Thailand, but also everywhere else in the world except “the UK,” without paying any licensing fee.⁹¹⁴ In contrast, England granted Japan media rights only within its own “Territory”—defined to “mean[] Japan only”—and, moreover, only in exchange for a “Licence Fee” of \$975,000.⁹¹⁵

England’s desire for Mr. Makudi’s World Cup vote explains the discrepancy. Thailand did not have a World Cup bid. Moreover, the favorable terms in the November 24, 2010 letter do not appear to have been the product of rigorous negotiations. The Investigatory Chamber asked England to produce documents reflecting all negotiations or draft proposals related to the planned friendly against Thailand, but England’s search of both hard-copy files and archived electronic data turned up no additional documents. The record therefore indicates that the November 24, 2010 letter—sent with the December 2 vote imminent—was England’s first, very generous, offer. Top English football officials recognized that arranging friendlies with a team from an Executive Committee’s home country in order to advance the England 2018 bid was improper. Mr. Burden told the Investigatory Chamber he was against the practice because “there was an argument it might not have been a clean bid.”⁹¹⁶ Geoff Thompson, the FIFA Vice President who replaced Lord Triesman as Chairman of England 2018, candidly told the Investigatory Chamber he “didn’t think it was appropriate” to organize the proposed England-Thailand matchup or other friendlies targeting teams associated with Executive Committee members “[b]ecause I think *it’s a form of bribery*.”⁹¹⁷

Notably, the England-Thailand game never occurred. In a letter dated December 22, 2010, England’s FA notified Mr. Makudi “that unfortunately the English team is now unable to participate” in the Thailand-England game scheduled for June 7, 2011.⁹¹⁸ The letter attributed the cancellation to scheduling

⁹¹¹ See FWC00126161.

⁹¹² FWC00139199.

⁹¹³ FWC00126160.

⁹¹⁴ FWC00139199.

⁹¹⁵ FWC00126182-83.

⁹¹⁶ FWC00184593.

⁹¹⁷ FWC00184641-42 (emphasis added).

⁹¹⁸ FWC00125865.

problems related to England's "significant fixture programme in the summer of 2011."⁹¹⁹ While Mr. Makudi characterized the cancellation as exculpatory—"If this happen[ed]," he told the Investigatory Chamber, "maybe you can say something more on me, but I mean, it [did] not happen"⁹²⁰—the game's cancellation only underscores the improper relationship between the November 24, 2010 offer to play the game and the December 2, 2010 World Cup vote. Mr. Burden recalled that Sir David Richards, who ran the committee that organized friendlies, called him after the vote "and he said, 'Look, we don't want to play Thailand.'"⁹²¹ Mr. Burden said he and Sir Richards agreed that the promise to play the game was not expressly conditioned on Mr. Makudi voting a particular way, "but on the other hand, we don't think he voted for us, so why should we play them a friendly?"⁹²²

6. Conclusion

It is clear from the above that Mr. Warner made numerous improper demands on England 2018, ranging from employment for friends, "development money," sponsorships, and other benefits. Some of these demands were met and some were not. There is a prima facie case that Mr. Warner violated the FCE.⁹²³

Similarly, there is sufficient evidence to establish a prima facie case that Mr. Leoz improperly sought a knighthood from the bid team in violation of the ethics rules.⁹²⁴

As to Mr. Makudi, the terms of the friendly contract warrant further investigation and that inquiry will be encompassed within other proceedings related to his conduct in the bidding process.⁹²⁵

In many cases England 2018 accommodated or at least attempted to satisfy, the improper requests made by these Executive Committee members. While the bidding process itself, and the attitude of entitlement and expectation demonstrated by certain Executive Committee members in the exchanges discussed in detail above, place the bid team in a difficult position that fact does not excuse all of the conduct.

VIII. JAPAN 2022

Japan 2022 provided full and valuable cooperation in establishing the facts and circumstances of this case. Witnesses were made available for interviews,

⁹¹⁹ FWC00125865.

⁹²⁰ FWC00182849.

⁹²¹ FWC00184594-95.

⁹²² FWC00184594-95.

⁹²³ See Part XIV(A)(3)(c).

⁹²⁴ See Part XIV(A)(3)(f).

⁹²⁵ See Part XIV(A)(1)(c).

documents were produced, and follow-up requests were accommodated. To the extent this Report identifies conduct by Japan 2022 that may not have met the standards set out in the FCE or the bid rules, culpability is mitigated by the fact that these issues were uncovered largely as a result of its cooperation.

A. Gifts

Like all bid committees and corresponding member associations, the Japan Football Association signed a Declaration of Compliance pledging to “refrain . . . from providing . . . to any member of the FIFA Executive Committee . . . or any of their respective relatives . . . any kind of personal advantage that could give even the impression of exerting influence, or conflict of interest, either directly or indirectly, in connection with the Bidding Process, . . . except for occasional gifts that are generally regarded as having symbolic or incidental value and that exclude any influence on a decision in relation to the Bidding Process.”⁹²⁶

During an interview with the Investigatory Chamber in February 2014, Japan bid team CEO Kohzo Tashima recalled that bidding guidelines capped the value of permissible gifts at a “hundred US dollars,” a limit he described as “very good for us because . . . our budget [wa]s so small.”⁹²⁷ Within the bid team, Tashima said, “everybody kn[ew] how much . . . we can give.”⁹²⁸ The bid team’s Managing Director, Takato Maruyama, told the Investigatory Chamber that he and other bid officials were told not to give FIFA Executive Committees “too much” or anything that was “too expensive.”⁹²⁹ He said that while he did not recall exactly how much bid members were allowed to spend on gifts to Executive Committee members, he thought it was around “\$100 or \$200.”⁹³⁰

Records produced by the Japan Football Association in response to subsequent requests from the Investigatory Chamber revealed that the bid team repeatedly gave Executive Committee members—and, in some instances, their spouses—gifts worth far more than that.⁹³¹ According to those documents, which included receipts, invoices, and charts summarizing what was given, the gifts Japan’s bid team distributed in 2010 included the following:

- A “yakusugi ball”—a ball made from a Japanese cedar⁹³²—valued at ¥105,000 (approximately \$1,200 based on conversion rates at the time) to

⁹²⁶ FWC00115146-47.

⁹²⁷ FWC00184804.

⁹²⁸ FWC00184805.

⁹²⁹ FWC00184878-79.

⁹³⁰ FWC00184879.

⁹³¹ See FWC00126244-45; FWC00126510-616; FWC00172942-43; FWC00127586-88.

⁹³² FWC00127586.

FIFA President Joseph Blatter and Executive Committee members Messrs. Abo Rida, Adamu, Anouma, Beckenbauer, Grondona, Hayatou, Leoz, Makudi, Platini, Salguero, Teixeira, and Villar Llona.⁹³³

- A pendant worth approximately ¥100,359 (approximately \$1,000) to the wives of Messrs. Grondona, Leoz, and Texiera.⁹³⁴
- A digital camera worth from ¥108,290 to ¥110,040 (approximately \$1,200) to Messrs. Blazer, Grondona, Hayatou, Leoz, Platini, Teixeira, Temarii, Thompson, and Warner.⁹³⁵
- A clutch bag made by a “Japanese traditional handcraft master” worth ¥189,000 (approximately \$2,000) to “wi[v]es of FIFA EXCO members.”⁹³⁶
- A pendant worth from ¥54,810 to ¥62,370 (approximately \$700) to the wives of Messrs. Beckenbauer, D’Hooghe, Hayatou, Lefkaritis, Makudi, Thompson, and Platini.⁹³⁷

In its cover letter to the Investigatory Chamber attaching these records, the Japan Football Association stated, “we believe that most of the gifts and benefits listed . . . are regarded as reasonable in both value and content, considering their symbolic nature and/or the general level of prices in Japan.”⁹³⁸

During interviews with the Investigatory Committee, Executive Committee members listed above denied receiving any improper or valuable gifts from a bid team.⁹³⁹ Three Executive Committee members had vague recollections of receiving gifts from the Japan bid team, but they neither disclosed their receipt of some of the more expensive items nor suggested that they believed any gifts they received were improper. For example, Mr. Anouma recalled receiving “some little gifts,” but “nothing” he said could be perceived as attempting to influence his World Cup vote.⁹⁴⁰ Mr. Temarii recalled receiving a “little wooden trophy” from the Japan bid team, yet he did not remember receiving a digital camera.⁹⁴¹ Similarly, when asked whether he or his wife received any gifts from the Japan bid team, Mr. Makudi

⁹³³ FWC00127586-87; FWC00126513-15; FWC00126533-35; FWC00126570-73; FWC00126575-77.

⁹³⁴ FWC00127586; FWC00126517-19.

⁹³⁵ FWC00127586-87; FWC00126527-28; FWC00126567-68.

⁹³⁶ FWC00127587; FWC00126541-44. The bid team was unable to identify which Executive Committee members’ wives received this gift. *See* FWC00172942.

⁹³⁷ FWC00127587; FWC00126555-57; FWC00126559-62; FWC00126579-81.

⁹³⁸ FWC00126245.

⁹³⁹ *See, e.g.*, FWC00181588; FWC00182661; FWC00181426-27; FWC00181773; FWC00181494.

⁹⁴⁰ FWC00181632-33.

⁹⁴¹ FWC00183638.

stated that he remembered receiving only a “Japanese ball,” and that he did not believe the Japanese had given anything to his wife.⁹⁴²

There are various potential explanations for the Executive Committee members’ statements, all of them troubling. First, it is possible that some or all of the Executive Committee members sincerely believed the gifts were proper. If so, it would mean that FIFA’s top officials were unaware of the rule against gifts or more than “symbolic or incidental value.” Second, it is possible that some or all of the Executive Committee members deliberately concealed from the Investigatory Chamber that they or their spouses had received these gifts. If so, then regardless of whether the gifts were appropriate, the Executive Committee members breached the FIFA Code of Ethics by making false statements or otherwise failing to cooperate with the Ethics Committee in establishing the facts. Third, it is possible that some or all of the Executive Committee members sincerely forgot receiving the gifts four years ago. If so, this would suggest receipt of such items was not out of the ordinary and so created no lasting impression. In any event, the gifts given by the Japan bid team and the response of the Executive Committee members who received those gifts suggests the need to adopt clearer gift rules and reporting requirements for future bids. Those reporting requirements should apply to Executive Committee members.⁹⁴³

IX. KOREA 2022

Korea 2022 produced records in response to requests by the Investigatory Chamber and made witnesses available.

A. Global Football Fund

1. FIFA’s November 2010 Inquiry

On November 4, 2010, FIFA Secretary General Jérôme Valcke sent inquiries to KOBID chairman Sung-Joo Han and Mong-Joon Chung, a Vice President on the FIFA Executive Committee and Honorary President of the Korean Football Association (“KFA”), concerning letters Mr. Chung had recently sent to FIFA Executive Committee members.⁹⁴⁴ After noting that bidding regulations included “Rules of Conduct accepted by the participating Member Associations” as well as “by the Bid Committees established by the Member Associations to focus on the Bidding process,” Secretary General Valcke notified Messrs. Han and Chung that “various members of the FIFA Executive Committee” informed FIFA that Mr. Chung had sent letters about a Korea 2022 proposal to establish a “Global Football

⁹⁴² FWC00182831-32.

⁹⁴³ See XVI(F)(1).

⁹⁴⁴ See FWC00117786-88; FWC00118364-66.

Fund” supporting football development.⁹⁴⁵ While “FIFA principally very much appreciates the idea of a ‘Global Football Fund,’” Secretary General Valcke wrote,

in light of a fair and equal Bidding Process, the concern was expressed to FIFA that [Chung’s] letters addressed to other members of the FIFA Executive Committee may be perceived as an attempt to influence the voting of other members of the FIFA Executive Committee, respectively as a promise of a monetary benefit for the respective Member Associations or Confederations directly linked to the voting on 2 December 2010.⁹⁴⁶

Secretary General Valcke asked Messrs. Chung and Han to provide “a copy of all letters” Mr. Chung sent Executive Committee members concerning the Global Football Fund, as well as an explanation of “in which capacity” Chung sent those communications.⁹⁴⁷ FIFA needed this information and material, Secretary General Valcke explained, “[i]n order to protect the integrity of the Bidding Process and to internally evaluate the situation.” Citing “the enormous public awareness and the recent cases”—an apparent reference to the Sunday Times undercover sting⁹⁴⁸—the Secretary General asked Messrs. Han and Chung to respond by November 8.⁹⁴⁹

Mr. Han’s response on behalf of Korea 2022, submitted to FIFA on November 8, distanced the bid team from Mr. Chung generally and from Mr. Chung’s letters in particular:

Dr. Mong-Joon Chung does not hold any official position in the Bidding Committee for the 2022 World Cup Korea (KOBID). Hence, he has not written any letters in any capacity for our bid committee.

I understand that Dr. Chung’s decision to write letters to his colleagues in the FIFA Executive Committee was entirely his own. Thus, there was no intent on the part of KOBID to be involved with such letters.⁹⁵⁰

Mr. Chung wrote to Secretary General Valcke on November 9, one day after the November 8 deadline. After thanking “FIFA for its appreciation of the concept of the [Global Football Fund] as a significant means of financing world football

⁹⁴⁵ FWC00117786; FWC00118364.

⁹⁴⁶ FWC00117786; FWC00118364.

⁹⁴⁷ FWC00117786; FWC00118364.

⁹⁴⁸ *See* Part III(C)(8).

⁹⁴⁹ FWC00117786-87; FWC00118364-65.

⁹⁵⁰ FWC00118363.

development,” Mr. Chung responded to Secretary General Valcke’s inquiries with expressions of bafflement and annoyance:

As to your request for an explanation of in what capacity I sent out the letters and the intention of said letters, I presume that all the answers are already there in your questions. In other words, I have been a FIFA Vice President for over sixteen years, formerly President of Korea Football Association (KFA) for another sixteen years, and currently Honorary President of the KFA. With this career background in mind, I believed it was my duty to better inform the purpose of this extensive plan to my colleagues.

To be honest, I am not very happy with your request to divulge my private correspondence to my FIFA colleagues on a perfectly legitimate subject. If you still insist, however, and with a view to avoiding any misunderstanding, I am enclosing herein a copy of the letter sent to Mr. Jack Warner for your reference.⁹⁵¹

Mr. Chung thus appended a copy of his letter to Mr. Warner, but not, as Secretary General Valcke requested, a copy of the other letters.

Secretary General Valcke notified Mr. Chung the next day that “[b]ased on explanations by you and the Bidding Committee for the 2022 FIFA World Cup Korea Republic, please be informed that we consider the integrity of the Bidding Process not to be affected and consequently deem the matter as closed.”⁹⁵² Secretary General Valcke explained during this investigation that Messrs. Han’s and Chung’s responses satisfied him that Mr. Chung had sent the Global Football Fund letters “on his own without being backed by the bid committee,” and that there was therefore no need to refer the matter to the Ethics Committee or otherwise follow up on his initial inquiries.⁹⁵³

2. Chung Mong-Joon’s Letters

We have obtained three of the letters in question, all signed by Mr. Chung and dated October 18, 2010: the one to Jack Warner that Mr. Chung forwarded to Valcke on November 9, 2010; one addressed to Reynald Temarii and provided to us by FIFA, which obtained that letter before Secretary General Valcke’s November 2010 inquiry; and one addressed to Amos Adamu, who submitted it to us during the current investigation. Like Secretary General Valcke, we requested but did not receive copies of all the letters Mr. Chung sent FIFA Executive Committee members concerning the Global Football Fund. The KFA stated that while “we currently do

⁹⁵¹ FWC00172872.

⁹⁵² FWC00118367.

⁹⁵³ FWC00182750-51.

not possess the copy of Dr. Chung's letters," KFA had "been informed from Dr. Chung's office that they are communicating with you and preparing to provide the documents including this subject so that you are probably able to get the copy of the aforementioned letters from Dr. Chung."⁹⁵⁴ In response to our request for "a copy of every such letter," however, Mr. Chung wrote, "Please find enclosed a copy of the letter," then attached only the letter to Mr. Warner.

Portions of the letters to Messrs. Adamu, Temarii, and Warner were identical. All three letters noted Korea 2022's recent announcement of a "Global Football Fund," then highlighted what Mr. Chung called "some of the main features of the Fund":

Korea will raise 777 million dollars from 2011 to 2022 to aid confederations and member associations to build new football infrastructure and renovate existing facilities. The Fund will also be used to support human resource development programs for the training of coaches, administrators, and players etc. Most significantly, the Fund will be distributed to the respective continents and will be left to each confederation to administer for concrete development projects.⁹⁵⁵

Mr. Chung also wrote in all three letters, "We sincerely hope and believe that our 'Global Football Fund' and its development programs will be a significant legacy of the 2022 World Cup for the world football."⁹⁵⁶

Each letter also contained language tailored to its recipient. To Messrs. Adamu and Warner, whom Mr. Chung had apparently seen recently in Trinidad and Tobago, Mr. Chung wrote that while he had already discussed the Global Football Fund with them in person, he was writing to describe "some of the main features of the Fund" "once again."⁹⁵⁷ Mr. Adamu's letter contained an extra sentence at the end of the paragraph quoted in block text above. Instead of concluding the paragraph with the "significant[]" point that "the Fund will be distributed to the respective continents and will be left to each confederation" to use as it sees fit, the letter to Mr. Adamu, who unlike Messrs. Temarii and Warner was not the president of a confederation, added: "We will also make sure that the FIFA Exco Members will have a say in the distribution of the Fund for their respective continents."⁹⁵⁸ In the letter to Mr. Temarii, whose intention to vote for Australia's 2022 bid was widely known in light of his mandate from the Oceania Football

⁹⁵⁴ FWC00127916-17.

⁹⁵⁵ FWC00166793; FWC00172874-75; FWC00118369.

⁹⁵⁶ FWC00166793; FWC00172875; FWC00118370.

⁹⁵⁷ FWC00172874; FWC00166793.

⁹⁵⁸ FWC00166793.

Confederation,⁹⁵⁹ Mr. Chung wrote immediately following the passages touting the benefits of the Global Football Fund: “I understand your circumstances and your interest in Australia, but I hope we can be of help to each other.”⁹⁶⁰

3. *The Global Football Fund and Korea 2022*

The Global Football Fund offer, coming six weeks prior to the vote in Zurich, had never been proposed in any formal presentation by Korea 2022. Bidders submitted final bid books to FIFA in mid-May 2010. Under the bidding agreement it signed, Korea 2022 confirmed that its “Bid Book (including its annexes) is the core element of the Bid”⁹⁶¹; that “[t]he main body of the Bid Book shall”—which, in legal terms, means “must”—include a chapter that “describe[s] in detail the manner in which the Bid Committee intends to ensure that the hosting and staging of the FIFA World Cup will contribute to the development of football in the Bidding Country as well as worldwide”;⁹⁶² and that statements Korea 2022 made in its bid book were “legally binding.”⁹⁶³ Korea 2022’s bid book, however, did not mention any “Global Football Fund,” any plan to make a contribution on the order of \$777 million, or even any plan to spread contributions to football development—in whatever amount—to every continent.

More than two months later, Korea 2022 supplemented its bid book with additional information, but again said nothing about a Global Football Fund. In early July 2010, FIFA sent bidders questions seeking clarification about specific points their bid books presented. The follow-up questions to Korea 2022 included a request for additional information about how Korea “plan[s] to co-ordinate development activities” its bid book describes, as well as about how those activities are “planned to be financed.”⁹⁶⁴ Korea 2022 responded on July 22 that it planned to “promote football development project for poverty-stricken and developing countries (including dispatching coaches, providing football equipment and building football stadiums),” projects that it stated would be funded by, among others, “the Korean government,” “KFA,” “many large-scale corporations,” and “revenues generated by the 2022 World Cup.”⁹⁶⁵ Like the bid books submitted months earlier, the information Korea 2022 presented to FIFA in late July 2010 did not refer to any “Global Football Fund” or any other initiative akin to what Mr. Chung’s October 2010 letters would later describe.

⁹⁵⁹ See Part X(G)(3).

⁹⁶⁰ FWC00118370.

⁹⁶¹ FWC00115177.

⁹⁶² FWC00115179.

⁹⁶³ FWC00115175.

⁹⁶⁴ FWC00162314-15.

⁹⁶⁵ FWC00162314-15.

Despite its protestations that Mr. Chung was not acting for the bid team in sending the Global Football Fund letters to the Executive Committee, Korea 2022 highlighted the proposal to contribute \$777 million to football development during its oral presentation of the bid the day before the December 2, 2010 vote. A review of all bid-related documents Korea 2022 submitted to FIFA in writing, however, reveals but one reference to the Global Football Fund. On November 10, 2010, FIFA sent Korea 2022 and the other bidders copies of the bid evaluation reports that would be sent to FIFA Executive Committee members on November 12 and published on fifa.com the following week. Jaebum Kim responded on Korea 2022's behalf on November 15. He wrote that "[w]hile understanding the documents are final and cannot be updated," Korea 2022 wished to correct certain details in the evaluation report. Then, after listing the requested corrections, Kim mentioned the Global Football Fund:

Incidentally, I would like to avail myself of this opportunity to comment on the statement at the outset of page 25: "In terms of football development, Korea Republic **plans** to concentrate mainly on national development and specific activities in Asia." In this connection, I would appreciate if FIFA could recognize the inclusive character of the Global Football Fund which projects to contribute USD 777 million worldwide for football and human development.⁹⁶⁶

Mr. Kim's November 15 message did not describe or append any additional information about the Global Football Fund.

Mr. Kim apparently did not have any other information to provide. As Korea 2022's Director-General for Documents Preparation during the bidding process, Mr. Kim was the bid team's primary contact with FIFA and was responsible for preparing and submitting the bid books, including the material related to football development.⁹⁶⁷ Mr. Kim therefore had access to the details of Korea 2022's bidding proposal even though he was not among the bid team's leaders responsible for devising those proposals or making strategic decisions. When asked during this investigation how the Global Football Fund planned to raise the "USD 777 million" as noted in his November 15, 2010 email to FIFA on Korea 2022's behalf, Mr. Kim could respond in only the vaguest of terms: "As far as I understood, the Global Football Fund was planned to raise contributions from all the available sources in both public and private sectors at domestic, regional, and global levels."⁹⁶⁸ Mr. Kim also explained that "[t]he idea of the Global Football Fund was not included in the

⁹⁶⁶ FWC00164629 (emphasis in original).

⁹⁶⁷ FWC00172877.

⁹⁶⁸ FWC00172877.

bid books since the former was created after the latter had been presented to FIFA.”⁹⁶⁹

When Mr. Han, the Korea 2022 Chairman, discussed the Global Football Fund during a March 2014 interview, he described a project more akin to what the bid book presented than to the broader initiative Mr. Chung’s October 2010 letters promised. Whereas Mr. Chung’s letters described a plan to spread funds globally “to the respective continents” to use “for concrete development projects” in their discretion,⁹⁷⁰ Mr. Han described a more targeted plan to distribute funds “particularly in areas which are lagging behind such as Africa and other under-developed areas.”⁹⁷¹ Mr. Han confirmed that Korea 2022 announced the Global Football Fund “toward the latter part of the bidding process,” and that the “promise to secure the necessary fund[s]” was “predicated or contingent on our successful bid.”⁹⁷²

Mr. Chung responded in writing to a series of questions the Investigatory Chamber posed about the Global Football Fund, among other topics. He wrote that he sent letters describing the Global Football Fund in October 2010 to everyone on the FIFA Executive Committee except President Blatter, Chuck Blazer, Mohamed Bin Hammam, Worawi Makudi, and Junji Ogura; he did not explain why those five officials were left out. Asked to describe his role in proposing the fund as well as his intended role in ultimately financing the fund if Korea’s bid was successful, Mr. Chung responded, “While I considered the desirability of creating such a fund, no specifics regarding who would play what role in creating such fund were discussed.”⁹⁷³ Mr. Chung stated that the Global Football Fund never raised any money and, as to how the Fund intended to raise the promised \$777 million if the Korea 2022 bid succeeded, “[n]o details were discussed.”⁹⁷⁴ Mr. Chung denied that the letters, which he said he sent without consulting Korea 2022, sought to sway Executive Committee members to vote for Korea’s bid. “The Global Football Fund,” Mr. Chung wrote, “was intended for every FIFA Member Association, not only for specific countries that are home to FIFA Executive Committee Members. Therefore, I did not think my letters sent to other members of the FIFA Executive Committee concerning the Global Football Fund would influence the voting process in any meaningful way.”⁹⁷⁵ As for why the Global Football Fund was not included

⁹⁶⁹ FWC00172877.

⁹⁷⁰ FWC00166793; FWC00172874-75; FWC00118369.

⁹⁷¹ FWC00184285-86.

⁹⁷² FWC00184285-87.

⁹⁷³ FWC00172866.

⁹⁷⁴ FWC00172866-67.

⁹⁷⁵ FWC00172866-67.

in the bid book, Mr. Chung stated, “In my understanding, it was not included in the bid book because it was not deemed appropriate.”⁹⁷⁶

4. *The Investigatory Chamber’s Analysis*

The facts described above reflect troubling issues with Korea 2022’s Global Football Fund proposal, Mr. Chung’s letters to the Executive Committee, FIFA’s November 2010 inquiry, and Mr. Chung’s statements to Secretary General Valcke in November 2010 and to the Investigatory Chamber in 2014.

Whether Mr. Chung acted in an “official” Korea 2022 capacity when he sent the October 2010 letters is a meaningless distinction. Mr. Chung’s close association with Korea’s bid, both in fact and in the perception of others, is beyond dispute. As of the bidding process, Mr. Chung was not only a sitting FIFA Vice President, but also the former President and current Honorary President of KFA, which signed a declaration confirming that its officials were bound by bidding rules.⁹⁷⁷ He admittedly met with Han, the Korea 2022 Chairman, to provide advice “on several occasions” during the bidding process⁹⁷⁸; he hosted both a lunch and a dinner for the FIFA Evaluation Group during its visit to assess Korea’s bid⁹⁷⁹ (albeit “without any intent or attempt to influence a decision regarding the bidding process,” according to Mr. Chung’s written statement);⁹⁸⁰ he spoke during the official Korea 2022 presentation on December 1, 2010;⁹⁸¹ and he was designated by Korea 2022, in the event its bid succeeded, to accept the FIFA World Cup trophy from President Blatter and to speak once again on its behalf.⁹⁸² Tellingly, the October 2010 letters made available to the Investigatory Chamber, though signed by Mr. Chung alone, all stated: “We sincerely hope and believe that *our* ‘Global Football Fund’ and its development programs will be a significant legacy of the 2022 World Cup for the world football.”⁹⁸³ Mr. Chung left an unmistakable impression that he was communicating on Korea 2022’s behalf.

Mr. Chung’s statements that he wrote the October 2010 letters not to “influence the voting process in any meaningful way,” but rather to share information about a development fund that “was intended for every FIFA Member

⁹⁷⁶ FWC00172866.

⁹⁷⁷ FWC00115334-35.

⁹⁷⁸ FWC00172852.

⁹⁷⁹ See FWC00160146-48.

⁹⁸⁰ FWC00172852.

⁹⁸¹ See FWC00172852; FWC00166164.

⁹⁸² See FWC00165378.

⁹⁸³ FWC00166793; FWC00172875; FWC00118370 (emphases added).

Association, not only for specific countries that are home to FIFA Executive Committee Members”⁹⁸⁴, cannot be reconciled with the record.

If Mr. Chung sought merely to promote a project “intended for every FIFA Member Association,” not just areas home to members of the FIFA Executive Committee, then he could have sent the letter to a representative from every member association, including the vast majority of member associations with no representative eligible to vote for the World Cup host. He instead sent letters only to select voting members of the FIFA Executive Committee. In other circumstances, a desire for efficiency, rather than an intent to influence World Cup voting, might explain the decision to inform only Executive Committee members. Not here. Mr. Chung did not send *everyone* on the Executive Committee a letter, and the list of individuals he omitted—President Blatter, Chuck Blazer, Mohamed Bin Hammam, Worawi Makudi, and Junji Ogura—is revealing. President Blatter was a longtime political rival. (When the Investigatory Chamber showed President Blatter one of the October 2010 letters during this investigation, he remarked that it “should have gone immediately to the Ethics Committee.”⁹⁸⁵) Messrs. Blazer, Bin Hammam, and Ogura happened to be the only three Executive Committee members from a country—the United States, Qatar, and Japan, respectively—bidding against Korea to host the 2022 World Cup, while Mr. Makudi was Mr. Bin Hammam’s close ally. Plainly, Mr. Chung selected the recipients with the World Cup bidding process in mind.

At least one of Mr. Chung’s October 2010 letters makes the link between the promise of the \$777 million Global Football Fund and the request for a World Cup vote explicit. The letter to Mr. Temarii segues directly from the description of the fund to the statement “I understand your circumstances and your interest in Australia, but I hope we can be of help to each other,”⁹⁸⁶ a reference to Mr. Temarii’s obligation, under OFC rules, to vote for Australia’s bid. The language implied a request for Mr. Temarii’s vote, even if just in a later round of voting, in the event Australia is eliminated early (as it ultimately was), in exchange for the “help” Mr. Temarii would receive from the Global Football Fund if Korea’s bid succeeded.

Mr. Chung’s characterizes the letters as innocent descriptions of a charitable project “intended for every FIFA Member Association.” To be sure, the letters promise to “raise 777 million dollars” for development projects to “aid confederations and member associations”—an unassailably noble endeavor. Yet Mr. Chung reserves particular emphasis for a different feature of the Global Football Fund: “*Most significantly*, the Fund will be distributed to the respective continents and *will be left to each continent to administer* for concrete development

⁹⁸⁴ FWC00172867.

⁹⁸⁵ FWC00182680.

⁹⁸⁶ FWC00118370.

projects.”⁹⁸⁷ In other words, the “[m]ost significant[]” aspect of the plan is not that Korea will donate \$777 million to charitable projects, but that the funds would be given to the confederations to use in their discretion. That feature would of course appeal to the heads of the confederation presidents such as OFC President Temarii and CONCACAF President Warner, two of the three recipients whose letters were provided to us, who at a minimum would stand to benefit from increased political power flowing from their newfound discretion over considerable development funds. As for Executive Committee members who did not lead a confederation, the recipient of the third letter we received, Amos Adamu, fell into that category. That explains why Mr. Adamu’s letter, unlike the letters to Messrs. Temarii and Warner, contained an additional sentence after the point about distributing funds to the confederations: “We will also make sure that *the FIFA Exco Members will have a say in the distribution of the Fund* for their respective continents.”⁹⁸⁸ Mr. Chung made clear to Mr. Adamu that as an Executive Committee member, he could expect to influence the distribution of significant funds. Of course, the Executive Committee members could enjoy this benefit only if they awarded hosting rights to Korea 2022.

Secretary General Valcke’s November 4, 2010 letter expressed “concern” that Mr. Chung’s communications to Executive Committee members “may be perceived as an attempt to influence the voting” by making “a promise of a monetary benefit . . . directly linked to the voting on 2 December 2010.”⁹⁸⁹ The proposed Global Football Fund was, by definition, a “promise” to provide a “monetary benefit” of \$777 million “predicated or contingent,” in Mr. Han’s words,⁹⁹⁰ on a positive result for Korea in “the voting on 2 December 2010.”

A major problem with the Global Football Fund is that its promise may have been empty. Korea 2022’s failure to describe the Global Football Fund in its bid book or in any other official documents it submitted to FIFA cannot be dismissed with the explanation that the project was conceived late in the bidding process. Bidders were required to describe their football-development proposals in their bid books for a reason. As Korea 2022 and all other bidders agreed early in the bidding process, proposals incorporated into the bid books became “legally binding.” Written descriptions also subjected the proposals to scrutiny, not only by FIFA Executive Committee members who received the bid books, but also by FIFA’s attorneys and the public. Including details about the Global Football Fund proposal in the bid book finalized in May 2010, or even in the supplemental information provided to FIFA in late July 2010, would have added legal heft to the promise and

⁹⁸⁷ FWC00166793, FWC00172874-75, FWC00118369 (emphases added).

⁹⁸⁸ FWC00166793 (emphasis added).

⁹⁸⁹ FWC00118364.

⁹⁹⁰ FWC00184285-87.

left time for Korea 2022 to answer any follow-up questions about how it planned to fulfill its promise to distribute \$777 million.

That may explain Mr. Chung's statement in this investigation that "[i]n my understanding, [the Global Football Fund] was not included in the bid book because it was not deemed appropriate."⁹⁹¹ Mr. Chung confirmed that he never discussed the possibility of contributing to the Global Football Fund.⁹⁹² Nor could he explain how Korea 2022 intended to raise \$777 million, answering that "[n]o details were discussed."⁹⁹³

Mr. Chung told Secretary General Valcke in November 2010 that he sent the October 2010 letters about the Global Football Fund because he "believed it was my duty to better inform the purpose of this extensive plan to my colleagues."⁹⁹⁴ In contrast, Mr. Chung's 2014 statements to the Investigatory Chamber indicate that, to the best of his knowledge, no "extensive plan" ever existed.

5. Conclusion

On this record, Secretary General Valcke should have referred the Global Football Fund issue—and Mr. Chung's conduct—to the FIFA Ethics Committee for further examination. At the time, however, the Ethics Committee was not independent and the Secretary General was in a uniquely difficult position as the gatekeeper for referrals of cases involving allegations against Executive Committee members. The Global Football Fund letters created at least the appearance of a conflict or an offer of benefits to Executive Committee members in an effort to influence their votes. Mr. Chung's response to the inquiries by the Secretary General and by the Investigatory Chamber appear to conflict with other evidence in the record. These issues will be further explored.⁹⁹⁵

X. QATAR BID

Qatar 2022 provided full and valuable cooperation in establishing the facts and circumstances of this case. Witnesses were made available for interviews, documents were produced, and follow-up requests were accommodated. To the extent this Report identifies conduct by Qatar 2022 that may not have met the standards set out in the FCE or the bid rules, culpability is mitigated by the fact that these issues were uncovered largely as a result of its cooperation.

⁹⁹¹ FWC00172866.

⁹⁹² FWC00172866-67.

⁹⁹³ FWC00172866-67.

⁹⁹⁴ FWC00172872.

⁹⁹⁵ See Part XIV(A)(2)(b).

A. Government Involvement

A number of allegations have arisen regarding meetings of Executive Committee members with the Emir of Qatar. While such reports frequently hint at something inherently inappropriate underlying such so-called “secret meetings,”⁹⁹⁶ private discussions in which the leader of a bid nation lobbies World Cup voters were neither unusual nor necessarily improper. Leaders of most if not all 2018 and 2022 bid nations spoke directly with FIFA Executive Committee members during the bidding process. To take but a few examples, United States President Barack Obama greeted more than one FIFA Executive Committee member in the White House;⁹⁹⁷ South Korea President Lee Myung-bak requested FIFA President Blatter’s support during a talk in the Blue House;⁹⁹⁸ and England’s Queen Elizabeth II invited FIFA Executive Committee members Geoff Thompson of England and Mohamed Bin Hammam of Qatar to attend a banquet with the Qatari Emir at Buckingham Palace, an offer an England 2018 official described to Mr. Thompson as “an excellent opportunity to engage with the Emir of Qatar and Mohamed Bin Hammam . . . to discuss our respective bids.”⁹⁹⁹ Far from prohibiting government involvement with the bidding process, FIFA regulations requiring bidders to submit detailed government guarantees necessitated cooperation between all bid teams and their governments.¹⁰⁰⁰

There was one specific incident concerning “government involvement” with the Qatar bid that did raise concerns.

1. *The Emir’s Meeting in Brazil*

On January 19, 2010, the Qatari Emir met FIFA Executive Committee members Julio Grondona, Nicolás Leoz, and Ricardo Teixeira, as well as former FIFA President João Havelange, at the Itanhangá Golf Club in Rio de Janeiro.¹⁰⁰¹ According to a statement Qatar 2022 submitted to the Investigatory Chamber, the event was arranged shortly before the Emir’s planned state visit to Latin America when representatives from the Emir’s office, the Amiri Diwan, “reached out to various Qatari organizations to inquire about issues of interest, existing relationships, and individuals with whom to meet in each of the countries on the Emir’s itinerary.”¹⁰⁰² Viewing the Emir’s trip “as an opportunity for the charismatic and progressive Emir to meet with the leaders of South American football,” the bid team worked with the Amiri Diwan, Qatar 2022 consultant Andreas Bleicher,

⁹⁹⁶ *E.g.*, FWC00139623; FWC00174001; FWC00174012-13.

⁹⁹⁷ *See* FWC00180998-99.

⁹⁹⁸ *See* FWC00127862.

⁹⁹⁹ FWC00125347. Prime Minister David Cameron also campaigned actively and met privately with Executive Committee members on behalf of the England 2018 bid. *See, e.g.*, FWC00185959.

¹⁰⁰⁰ *See* FWC0003967-4011.

¹⁰⁰¹ *See* FWC00138496, FWC00138497-98.

¹⁰⁰² FWC00138607.

Sandro Rosell,¹⁰⁰³ and others to bring the football officials and the Emir together.¹⁰⁰⁴ A schedule for the January 19 meetings that Mr. Bleicher emailed to Mr. Rosell and Qatar 2022's top officials listed a lunch for the Emir, Mr. Teixeira, and Mr. Havelange (who was Mr. Teixeira's ex-father-in-law), followed by a "Conmebol Reception" for those three individuals plus Messrs. Grondona and Leoz.¹⁰⁰⁵

Two particular aspects of the Qatari Emir's meetings in Rio warrant discussion, especially in light of the responses to certain questions posed by the Investigative Chamber. Those topics are addressed in the two subsections that follow.

a. Travel Arrangements for Julio Grondona

Before obtaining documents and other information from Qatar 2022 about the January 19, 2010 meeting, but after a public report stated that the meeting occurred and implied that something illicit transpired,¹⁰⁰⁶ the Investigatory Chamber sent Julio Grondona written questions meant to elicit information about his visit with the Emir.

One inquiry, immediately following a series of questions regarding bidders' presentations to Mr. Grondona in Buenos Aires, stated:

Except as already provided above in response to the questions concerning the Buenos Aires presentations, describe any communications you had with individuals representing or otherwise promoting bids to host the 2018 and/or 2022 World Cup, including when such communications occurred, with whom, and what issues were discussed. To the extent you ever witnessed any conduct you believed to be inappropriate, describe what you witnessed.¹⁰⁰⁷

Mr. Grondona responded:

I don't remember having had any communication of the kind you refer to in the question. During the entire candidacy process, I never witnessed any conduct that could have been considered inappropriate by any of the candidacies of the applicant countries.¹⁰⁰⁸

¹⁰⁰³ This report discusses Mr. Rosell's relationship with Qatar 2022 in further detail in Parts X(B)(1) and X(D).

¹⁰⁰⁴ FWC00138607-08.

¹⁰⁰⁵ FWC00138497.

¹⁰⁰⁶ See FWC00136583, FWC00139548.

¹⁰⁰⁷ FWC00173278.

¹⁰⁰⁸ FWC00173309.

Plainly, Mr. Grondona should have disclosed his January 19, 2010 meeting with the Emir, which involved “communications” between Mr. Grondona and someone “representing or otherwise promoting” Qatar’s bid. To be sure, Mr. Grondona did not deny meeting with the Emir; he stated merely that he “d[id]n’t remember” any such interaction. But the claim that Mr. Grondona, while answering questions about the World Cup bidding process, could have forgotten that he traveled to Rio four years earlier specifically to attend a meeting with the Emir of Qatar lacks credibility.

Another written question asked Mr. Grondona whether he “ever traveled with a high-ranking official from Qatar, and/or on a plane owned or chartered by anyone from Qatar,” and, if so, to “describe the circumstances.”¹⁰⁰⁹ Mr. Grondona responded: “During the candidacy process I don’t recall having travelled with any public official from Qatar on a private plane owned by the government of Qatar.”¹⁰¹⁰ That response seems to imply an answer of “No,” although a close reading shows that it technically avoided answering the question to the extent it inquired whether Mr. Grondona traveled at all—with or without a Qatari public official—“on a plane owned or chartered by anyone from Qatar.”

Evidence produced by Qatar 2022 strongly suggests that the Amiri Diwan arranged for Mr. Grondona to fly on a plane owned or chartered by the Qatari government. Mr. Bleicher’s January 14, 2010 email to the Qatar 2022 leadership emphasized the need to finalize travel arrangements to and from Brazil for the Executive Committee members. As to Mr. Teixeira, who was traveling from the United States, and Mr. Grondona, who was traveling from Argentina, Mr. Bleicher wrote: “Private/Government plane needs to be arranged for RT and JG (decision private or government plane between HE and Hassan).”¹⁰¹¹ On January 17, Mr. Bleicher sent passport and related information about Messrs. Grondona and Teixeira because, as he recalled, “His Highness’ office[] was asking for these things[] in case we have to arrange[] a government plane.”¹⁰¹²

A written statement from Qatar 2022 explained that because “they had not planned to be in Brazil at the time of the Emir’s visit, Messrs. Teixeira and Grondona requested that the Qatari government provide either a private or government plane to transport them to and from Rio de Janeiro.”¹⁰¹³ Qatar 2022 added that while “the Amiri Diwan took over the planning for this meeting, including finalizing transportation for the CONMEBOL representatives,” Qatar’s bid team “did not pay for the CONMEBOL representatives’ flights, nor was it aware

¹⁰⁰⁹ FWC00173278. The quoted language is an English translation of the Investigatory Chamber’s written questions, which were sent to Mr. Grondona in Spanish. *See* FWC00173920-28.

¹⁰¹⁰ FWC00173309; *see also* FWC00173929-48.

¹⁰¹¹ FWC00138498 (emphasis in original). Mr. Bleicher added that Mr. Leoz’s travel was being organized separately “[t]ogether with Sandro.” FWC00138498.

¹⁰¹² FWC00184181-82.

¹⁰¹³ FWC00138608.

of whether the representatives traveled to Rio de Janeiro via private or government planes.”¹⁰¹⁴ It is therefore possible that Mr. Grondona traveled to and from the meeting other than on a plane owned or chartered by the Qataris. Even under that scenario, Mr. Grondona, an Executive Committee member with an obligation “to contribute to clarifying the facts of the case”¹⁰¹⁵ should have recognized from the question that information about the trip to Brazil arranged by the Qatari government was relevant to the Investigatory Chamber’s inquiry and thus needed to be disclosed.

b. Gifts Provided by the Emir

One paragraph in Mr. Bleicher’s January 14, 2010 message to Qatar 2022 officials providing details about the Emir’s January 19 meetings in Brazil stated simply: “Gifts as discussed already.”¹⁰¹⁶

It is not clear what gift, if any, the FIFA Executive Committee members received during their meeting with the Emir. No bid officials accompanied the Emir to Rio, and Qatar 2022 stated in writing that although CEO Hassan Al-Thawadi “generally heard later on that the meeting between the Emir and the CONMEBOL representatives had been positive,” he “did not receive a report from the Amiri Diwan on the meeting and does not know whether gifts were actually given.”¹⁰¹⁷ Information provided by the lone meeting attendee who responded to the Investigatory Chamber’s inquiries, Julio Grondona, was not illuminating. As to whether he or anyone associated with him ever received “any gifts or other benefits from any individual or entity working for or on behalf of a bidder, including without limitation from any government officials or entities associated with a particular bid,”¹⁰¹⁸ Mr. Grondona responded as follows:

I don’t recall myself or anyone involved with me having received any gifts or presents. In any event, if I received anything—which I don’t recall—it would have been the same thing that you get with any other ceremonial visit held in the world of football, within the parameters of its customs and practices.¹⁰¹⁹

Mr. Bleicher told the Investigatory Chamber that the “Gifts as discussed already” statement in his January 14 email referred to concerns he had expressed to Hassan Al-Thawadi about the Emir’s customary practice of giving valuable gifts being in tension with FIFA bidding regulations. “[P]eople say in Qatar when His

¹⁰¹⁴ FWC00138609.

¹⁰¹⁵ FIFA Code of Ethics Article 18(2).

¹⁰¹⁶ FWC00138498.

¹⁰¹⁷ FWC00138611.

¹⁰¹⁸ FWC00173278.

¹⁰¹⁹ FWC00173309; *but see* Part VIII(A) (discussing expensive gifts given by the Japan bid team to Executive Committee members, including Mr. Grondona).

Highness travels, everybody he will meet he will get a gift,” Mr. Bleicher said, and it is generally “a nice gift.”¹⁰²⁰ Mr. Bleicher said he contacted Hassan Al-Thawadi to remind him that FIFA rules prohibited gifts of more than symbolic value: “I wanted to make him aware of the situation to tell him, [l]ook, keep this in mind, do not overdo a gift.”¹⁰²¹ Mr. Bleicher noted, however, that the Emir and the Amiri Diwan would not necessarily change their gift-giving practices based on advice from the bid team.¹⁰²²

Qatar 2022 elaborated on Mr. Bleicher’s explanation of the reference to gifts in his email about the Emir’s meeting with FIFA Executive Committee members:

While arranging this meeting, Dr. Bleicher also raised an important point with Hassan Al-Thawadi and Sheikh Mohammed: in Qatar, it is customary for the Emir, as Qatar’s primary global ambassador, to provide gifts to the individuals he meets with as a token of goodwill. His Highness’s 2010 visit to Latin America was likely no different. As Dr. Bleicher explained, he was concerned that any gifts provided by the Emir to the CONMEBOL representatives—even though the Emir is not bound by FIFA’s rules—may be perceived as improper given FIFA’s strict rule on gifts. Based on these concerns, the Bid Committee reached out to representatives from the Amiri Diwan to explain the FIFA restrictions on gift giving.

It bears emphasizing that the Bid Committee did not arrange for the Emir to present the CONMEBOL representatives with gifts, nor did it provide any gifts to the CONMEBOL representatives directly. Although the Emir was not part of the Bid Committee and not bound by the FIFA Code of Ethics or FIFA bidding rules, the Bid Committee alerted the Emir’s office to the regulations concerning gifts.¹⁰²³

No document in the record reflects any communication between Mr. Bleicher and Hassan Al-Thawadi or between the bid team and the Amiri Diwan addressing the potential conflict between FIFA regulations and the Emir’s gift-giving practices. Before Qatar 2022 issued its written statement, Mr. Al-Thawadi told the Investigatory Chamber that while he recalled Mr. Bleicher or someone else from the bid team contacting the Amiri Diwan to coordinate the meeting with the Executive Committee members, he “wasn’t heavily involved in the logistics, at least I can’t

¹⁰²⁰ FWC00184098.

¹⁰²¹ FWC00184098-99.

¹⁰²² *See* FWC00184099.

¹⁰²³ FWC00138609-10 (footnotes and formatting omitted).

recall the logistics over there because once the Emir or Amiri Diwan gets involved, you know, basically they take care of a lot of the logistics.”¹⁰²⁴

Qatar 2022’s assertions that “the Emir is not bound by FIFA’s rules”¹⁰²⁵ misses the point. The Emir of Qatar resides well beyond the jurisdiction of the FIFA Ethics Committee. Qatar 2022’s emphasis on that point, however, underscores concerns about World Cup bidders recruiting or standing behind government officials or other agents who then do what FIFA rules forbade bid officials from doing directly. Qatar 2022 officials appear to have contemplated such a strategy during a January 4, 2010 discussion about certain CSR initiatives. According to signed meeting minutes, Deputy CEO Ali Al-Thawadi “highlighted” that “[i]f FIFA regulations prevent these initiatives then a way has to be found to do these under a different name (e.g. through the embassy or as the State of Qatar).”¹⁰²⁶ The meeting occurred just 10 days before Mr. Bleicher referenced “gifts as discussed” in relation to the Emir’s visit.

The relationship between the Qatari government and the bid team generated controversy even prior to the December 2, 2010 World Cup vote.¹⁰²⁷ Statements such as those found in the official minutes, as well as other connections between government entities and the bid team, have helped create an appearance of impropriety.

As noted above, there is nothing inherently wrong with heads of state actively lobbying for that country’s bid. Nor is there any way such political leaders could be bound by any gift or other sports association rules. The focus must instead be on regulating the conduct of the football officials who potentially receive such gifts. As described above, Mr. Grondona’s answers to the Investigatory Chamber’s questions shed little light on what happened during the Emir’s trip to Brazil. It may well be that gifts cannot be properly refused when offered by national leaders. They can, however, be reported. Future bid rules should mandate such reporting.¹⁰²⁸

B. Government Investment

Apart from the issues surrounding the promotional activities considered in the section above, are the allegations that financial investments by the Qatari government were used to advance the bid. Perhaps the most sensational statement

¹⁰²⁴ FWC00183956.

¹⁰²⁵ FWC00138609; *see also* FWC00138610 (“the Emir was not part of the Bid Committee and not bound by the FIFA Code of Ethics or FIFA bidding rules”).

¹⁰²⁶ FWC00155844-45; *see also* Part X(H)(1)(a). According to Qatar 2022’s written statement, “Ultimately, the Bid Committee found a permissible way for Qatar to openly participate in CSR efforts in South Africa with FIFA’s knowledge.” FWC00138594.

¹⁰²⁷ *See, e.g.*, FWC00158391-95.

¹⁰²⁸ *See* Part XVI(F)(1).

to that effect came from Secretary General Valcke when he commented in an email to Jack Warner that Qatar “bought the W[orld] C[up].”¹⁰²⁹ Although the Secretary General quickly explained that he was not making “any reference to any purchase of votes,”¹⁰³⁰ the suspicion has lingered that Qatar’s government financed various investment projects linked to Executive Committee members or their home countries.¹⁰³¹

The relationship between Qatar 2022 and the Qatari government was particularly close. On March 25, 2009, the Amiri Diwan issued a Circular ordering “[a]ll ministries, governmental institutions, organizations and public foundations” to “cooperate” with Qatar’s bid committee, including by assisting the committee in “overcoming” any “obstacle[s].”¹⁰³² The government funded the Qatar 2022 bid,¹⁰³³ and according to Andreas Bleicher, potential sponsors and other outsiders seeking business or investments did not readily distinguish between Qatar 2022 and other government-funded entities.¹⁰³⁴

To some extent, an appearance that government investments were linked to the country’s World Cup bid was created when Hassan Al-Thawadi, the General Counsel of the sovereign wealth fund Qatar Investment Authority (“QIA”), was seconded to the bid team in May 2009.¹⁰³⁵ Mr. Al-Thawadi continued to fulfill some of his duties as QIA General Counsel even after his appointment to lead Qatar 2022.¹⁰³⁶ Some of those QIA activities involving Mr. Al-Thawadi during the bidding process related to football, such as negotiations in October 2009 concerning a potential investment related to the football club Real Madrid.¹⁰³⁷ There is no evidence in this record that Mr. Al-Thawadi used his prior position to direct investments in coordination with bid efforts.

Whatever speculation that may have resulted from the links with QIA or the broad statement of support by the Qatar government does not rise to the level of credible allegations. There were, however, several incidents that raised specific concerns over links between investment and commercial transactions by state-controlled entities and bid team’s efforts. Those will be considered below.

¹⁰²⁹ FWC00166759.

¹⁰³⁰ FWC00157657.

¹⁰³¹ *See, e.g.*, FWC00157714-30.

¹⁰³² FWC00136581.

¹⁰³³ *See* FWC00183907-09.

¹⁰³⁴ *See* FWC00184109, FWC00184124.

¹⁰³⁵ *See* FWC00136583.

¹⁰³⁶ *See* FWC00183903-05.

¹⁰³⁷ *See* Part XIII(A)(3).

2. *Qatargas and the Thai FA*

In the course of a prior investigation by the Investigatory Chamber, email communications were discovered that raised issues concerning a possible commercial transaction between a Qatar state-owned business entity and an individual closely connected to an Executive Committee member.

a. *Joe Sim's Meetings*

Emails from August 2010 reflect discussions involving the “Chief Advisor to the Thai FA” Joe Sim—a Singapore native whose real name is Hong Chye Sim¹⁰³⁸—and various Qatari officials about the potential sale of liquefied natural gas (“LNG”).

In an email dated August 18, 2010, Joe Sim, identifying himself as the Chairman of the Venture Group, wrote to Qatar’s Deputy Premier Minister of Energy & Industry, His Excellency Abdullah Bin Hamad Al-Attiyah, who at the time was the Chairman of Qatar Petroleum:

It was a great honour for me to have an audience with Your Excellency on 16th Aug 2010.

My team, sincerely, would like to thank Your Royal Highness for all your kind supports in *promoting the bilateral co-operations in soccer developments and activities between the Qatari FA and Thai FA*.

With Your Excellency granted permission, I will liaise with the CEO of Qatargas Operation Company Limited for a meeting to conduct all the follow up actions on the LNG sale.¹⁰³⁹

Mr. Sim copied Abdulaziz Al Maliki, the Managing Director of Qatar Petroleum, and Brian Teo (brianteo@alco.com.sg) on the email, and blind-copied Najeeb Chirakal, the personal assistant of Mr. Bin Hammam, who worked in the AFC President’s Office.¹⁰⁴⁰

As he had proposed, Mr. Sim followed up with the CEO of Qatargas. In an email dated August 18, 2010 to His Excellency Sheik Khalid bin Khalifa bin Jassim Al-Thani, Mr. Sim wrote: “His Excellency Deputy Premier . . . has directed me to liaise with Your Excellency on the LNG sale. *Your Excellency has mentioned next week would be a good time to meet. Please let me know the time and venue for the meeting.* Kindly grant me the permission for a meeting for me to discuss follow up

¹⁰³⁸ FWC00174029-30.

¹⁰³⁹ FWC00179196 (emphases added.)

¹⁰⁴⁰ FWC00179196.

actions with Your Excellency and co-coordinating staff appointed by Your Excellency.”¹⁰⁴¹ Mr. Sim copied H.E. Al-Attiyah, Mr. Teo, and “bkhamchoo” on the email, and once again blind-copied Mr. Chirakal.¹⁰⁴²

Approximately two weeks later, Mr. Sim returned to Doha for a September 2, 2010 meeting.¹⁰⁴³ Mr. Chirakal, through his AFC email account, arranged for hotel accommodations and transportation for Mr. Sim and a friend who accompanied him.¹⁰⁴⁴ As discussed below, Mr. Sim later represented that the meeting was with H.E. Sheikh Khalid, the CEO of Qatargas.¹⁰⁴⁵

Mr. Sim also sought to meet with Mr. Bin Hammam during his visit to Doha. When the first meeting time Mr. Sim proposed was declined due to Ramadan,¹⁰⁴⁶ Mr. Sim proposed another time, adding in an email to Mr. Bin Hammam, “I have [an] important matter to discuss with you.”¹⁰⁴⁷ On behalf of Mr. Bin Hammam, Mr. Chirakal declined due to “personal commitments.”¹⁰⁴⁸

a. Joe Sim’s Relationship with the Thai FA

There is a lack of clarity regarding the relationship between Joe Sim and the Football Association of Thailand (“Thai FA”).

On other emails, including correspondence with the AFC, Mr. Sim held himself out as “Chief Advisor of the Thai FA”¹⁰⁴⁹ Documents show that Mr. Sim traveled with Thai FA officials. Travel records from an AFC Asian Cup qualifying round in March 2010 list Mr. Sim as the Deputy Head of the Thailand delegation, a position second only to Thai FA President and FIFA Executive Committee member Worawi Makudi.¹⁰⁵⁰ It appears Mr. Sim often accompanied Mr. Makudi to AFC meetings, including an October 14, 2010 AFC meeting in Qatar and the 2011 AFC Congress,¹⁰⁵¹ and a December 2010 trip with Messrs. Makudi, Bin Hammam and Manilal Fernando on Mr. Bin Hammam’s private jet to visit the Iran Football Federation in Tehran.¹⁰⁵²

In an interview on May 5, 2010, the Investigatory Chamber asked Mr. Makudi about Mr. Sim, his role with the Thai FA, and the emails concerning a

¹⁰⁴¹ FWC00173964 (emphasis added).

¹⁰⁴² FWC00173964.

¹⁰⁴³ FWC00166600; FWC00166597-98.

¹⁰⁴⁴ FWC00166597-98.

¹⁰⁴⁵ See FWC00173985-86.

¹⁰⁴⁶ See FWC00174022.

¹⁰⁴⁷ FWC00166592.

¹⁰⁴⁸ FWC00166592.

¹⁰⁴⁹ See FWC00166595 (Dec. 15, 2010 email from Mr. Sim to Mr. Chirakal.)

¹⁰⁵⁰ FWC00174016; see also FWC00166599 (Mr. Sim copied on correspondence between Thai FA coaches and AFC representatives regarding February 2010 training camp in Qatar).

¹⁰⁵¹ See FWC00166594; FWC00174028.

¹⁰⁵² FWC00174023-27.

potential “LNG sale” quoted above. Mr. Makudi initially described Mr. Sim as “the owner of a restaurant” Mr. Makudi liked to eat in and “a friend of my friend.”¹⁰⁵³ He then added that Mr. Sim was in fact his “friend and my associate, close friend, something like that.”¹⁰⁵⁴ When the Investigatory Chamber noted that Mr. Sim identified himself as the Chief Advisor to the Thai FA in emails, Mr. Makudi offered this explanation: “I think yes but it’s . . . from time to time . . . he came to events with me and . . . he asked me that . . . this is his position? I said, okay, yeah . . . you are my advisor” and that when Mr. Makudi would introduce Mr. Sim to others he would say “this is my advisor . . . instead of my friend, because . . . we go to many events together.”¹⁰⁵⁵ Mr. Makudi confirmed that Mr. Sim still had the same relationship with Mr. Makudi and the Thai FA, although he did not think Mr. Sim had a contract with the Thai FA.¹⁰⁵⁶

Asked what services or other assistance Mr. Sim provided, Mr. Makudi said that Mr. Sim assisted the Thai FA by approaching companies such as McDonald’s to seek sponsorships,¹⁰⁵⁷ a point he reiterated several times¹⁰⁵⁸ before conceding, in response to follow-up questions, that the McDonald’s sponsorship was the only one Mr. Sim had secured.¹⁰⁵⁹ Later, Mr. Makudi indicated that one of Mr. Sim’s companies also obtains business through introductions made by Mr. Makudi.¹⁰⁶⁰ He added that, “from time to time,” when notable football teams visit Thailand, Mr. Makudi will ask Mr. Sim to “look after” the visiting team—thus “outsourc[ing] this” to Mr. Sim’s company.¹⁰⁶¹

Mr. Sim, in response to written questions posed by the Investigatory Chamber, said his “only role in relation to football is as an advisor to the Thai FA on sponsorship issues.”¹⁰⁶² As an example, Mr. Sim noted that he “secured sponsorship from MacDonald’s [*sic*] Thailand for the Thai National Team in 2008.”¹⁰⁶³ While Mr. Sim acknowledged that he is “the Chairman and owner of the three Thai companies that form the Venture Group,”¹⁰⁶⁴ he did not disclose in his response that at least one of his companies has some football-related business.¹⁰⁶⁵ Venture Sports & Events Co., Ltd., which Mr. Sim owns,¹⁰⁶⁶ was subcontracted by Match

¹⁰⁵³ FWC00182853.

¹⁰⁵⁴ FWC00182853.

¹⁰⁵⁵ FWC00182854.

¹⁰⁵⁶ FWC00182854; FWC00182855.

¹⁰⁵⁷ FWC00182855; FWC00182856.

¹⁰⁵⁸ FWC00182855; FWC00182861:3-8.

¹⁰⁵⁹ FWC00182863.

¹⁰⁶⁰ *See* FWC00182856.

¹⁰⁶¹ FWC00182856-57.

¹⁰⁶² FWC00173985.

¹⁰⁶³ FWC00173985.

¹⁰⁶⁴ FWC00173985. Although the Investigatory Chamber requested the names of all companies in which Mr. Sim had an ownership interest, he did not provide the names of individual companies. *See* FWC00173985.

¹⁰⁶⁵ FWC00173985; FWC00174060.

¹⁰⁶⁶ *See* FWC00174060-61; FWC00173985.

Hospitality AG to serve as the exclusive sales agent in Singapore, Malaysia, and Indonesia for the official hospitality program for the 2014 World Cup.¹⁰⁶⁷ In 2012 and 2014, Venture Sports also organized football tournaments in Thailand, involving teams from England.¹⁰⁶⁸ The Executive Director of Venture Sports & Events Co., Benjamin Assarasakorn, is also the Executive Secretary of the Thai FA.¹⁰⁶⁹ When Thailand hosted the 2012 FIFA Futsal World Cup, Mr. Assarasakorn and a person named Jacqueline Hui Tian Sim were both members of the Local Organizing Committee.¹⁰⁷⁰ Ms. Sim copied Mr. Sim on a September 20, 2012 email to Makudi regarding the hospitality costs for hosting the Futsal World Cup.¹⁰⁷¹ Ms. Sim is also affiliated with the Venture Group.¹⁰⁷²

Mr. Sim and Mr. Makudi both said they do not have any professional relationships or common business interests beyond their mutual connection as Chief Advisor and President, respectively, of the Thai FA.¹⁰⁷³

b. Explanations of Emails

During the May 5, 2014 interview, Mr. Makudi was shown Mr. Sim's August 18 email to H.E. Al-Attiah.¹⁰⁷⁴ Mr. Makudi responded to the ensuing questions by alternately claiming he was unsure whether the meeting occurred¹⁰⁷⁵ and reiterating that although the meeting did occur it never resulted in a football sponsorship or LNG sale.¹⁰⁷⁶ When the Investigatory Chamber specifically asked whether Mr. Makudi knew that an LNG sale was discussed at the same meeting, Mr. Makudi initially said he did not know about it, but subsequently stated that he learned about it after the meeting took place.¹⁰⁷⁷ Mr. Makudi implied that he

¹⁰⁶⁷ FWC00174044-45.

¹⁰⁶⁸ FWC00179164-67.

¹⁰⁶⁹ See FWC00174052-55.

¹⁰⁷⁰ See FWC00174041 (email addresses identifying Mr. Assarasakorn and Ms. Sim as LOC members).

¹⁰⁷¹ FWC00174020-21 (Joe Sim copied on email)

¹⁰⁷² See FWC00174060; FWC00179199.

¹⁰⁷³ FWC00173985-86; FWC00182857-58..

¹⁰⁷⁴ FWC00182859.

¹⁰⁷⁵ See, e.g., FWC00182862 (“**Michael Garcia:** So, so we're clear, this is the first time you've ever heard about this meeting between Mr. Sim and this ministry, or, and the first time you've heard that Mr. Sim was talking about importing liquid natural gas from Qatar? **Worawi Makudi:** I think, I think that I know, I came to know, then, I mean, I said, I mean, if you are looking for sponsorship, it's, it's okay, but I mean, if other business, then, I mean, . . . I have no knowledge about this, you know.”); see also FWC00182862.

¹⁰⁷⁶ See, e.g., FWC00182859 (“**Michael Garcia:** So here is Mr. Sim writing to the Deputy Premier about meeting with him to talk about cooperation in soccer developments and activities between the Qatari FA and the Thai FA, which I assume means, you know, that you as the head of the Thai FA and Mr. Sim working as your advisor, you would know about, and then he goes on to -- **Worawi Makudi:** Yeah, in this case, I know. I this case I know because, I mean, it was some discussion, and then, I mean, after this one, I mean, there is nothing else, came out, you know. So I mean, there is, nothing came after this, you know.”); see also FWC00182861.

¹⁰⁷⁷ FWC00182860-61.

agreed it was inappropriate for Mr. Sim to simultaneously negotiate football sponsorships and LNG sales in the months leading up to the World Cup vote,¹⁰⁷⁸ and indicated that he had a conversation with Mr. Sim about the same, but did not provide further details.¹⁰⁷⁹ Mr. Makudi repeatedly emphasized that that LNG sale did not happen in responding to questions about what he knew about the meeting Mr. Sim had with the Qataris.¹⁰⁸⁰

Subsequently, a media outlet published Mr. Sim's emails to H.E. Al-Attiyah and H.E. Sheikh Khalid and reported that Mr. Sim's August 2010 discussions about LNG "came as Thailand sought to save tens of millions of pounds by renegotiating an arrangement with Qatar to purchase 1m tons of liquefied natural gas each year at a fixed price that it considered too high."¹⁰⁸¹ In a public statement on June 4, 2014, Thailand's state run energy company PTT Public Company Limited ("PTT") denied media reports that Mr. Makudi was involved in a 2012 long-term LNG purchase agreement with Qatargas "in exchange of supporting Mr. Mohammed Bin Hammam, the Qatari Football Chief, to be selected as President of FIFA and Qatar to host the FIFA World Cup in 2022."¹⁰⁸²

Mr. Sim was asked to provide details about the subjects referenced in the emails: the meetings with the Qatar Petroleum Chairman and the Qatargas CEO; football development cooperation; and the LNG sale.¹⁰⁸³ Mr. Sim confirmed that he and Mr. Teo met with H.E. Al-Attiyah at the offices of Qatargas on August 16, 2010, and that they had a follow-up meeting with H.E. Sheikh Khalid at Qatargas on September 2, 2010.¹⁰⁸⁴ As to the LNG sale and the parties involved, Mr. Sim stated:

The 'LNG sale' . . . involved a prospective purchase of gas by ALCO from Qatargas. ALCO, a company operating in the oil and gas sector, is owned by a friend of mine, Mr Brian Teo. Mr Teo was interested in importing gas from Qatar into China and the purpose

¹⁰⁷⁸ FWC00182860.

¹⁰⁷⁹ FWC00182863.

¹⁰⁸⁰ See FWC00182858; FWC00182859; FWC00182860; FWC00182861.

¹⁰⁸¹ FWC00179206; see also FWC00179208. Publicly available information indicates that in February 2008, PTT and Qatargas entered into an MOU, pursuant to which PTT agreed to purchase one million tons of LNG a year with delivery to start in late 2011, when the Bangkok LNG terminal would become operational. FWC00179190. In May 2010, it was reported that PTT sought to amend its agreement with Qatargas to purchase on-the-spot, rather than at a fixed price, given the recent decline in LNG prices. See FWC00179191. In June 2011, Qatargas made its first delivery of LNG to Thailand on a spot basis. FWC00179193. But on September 7, 2011, PTT cancelled its Feb. 2008 MOU with Qatargas, due to the price increase, and signed contracts with other suppliers. See FWC00179201. According to Qatargas, PTT made several spot purchases from Qatargas after the first delivery in June 2011. FWC00179194. In December 2012, Qatargas and PTT entered into a long-term LNG agreement on a contract basis, with delivery to begin in 2015. See FWC00179194.

¹⁰⁸² FWC00174058.

¹⁰⁸³ FWC00173981.

¹⁰⁸⁴ FWC00173985-86.

of the meetings referred to [in the emails] was to ascertain if this was a possibility. [N]o agreement in principle could be reached and nothing further transpired from the meetings.¹⁰⁸⁵

Brian Teo's email address, as listed on Mr. Sim's August 2010 emails, appears to be linked to a Brian Teo of Alco Automation Pte Ltd,¹⁰⁸⁶ a process instrumentation company incorporated and headquartered in Singapore.¹⁰⁸⁷ Nothing on Alco Automation's website suggests that its business involves the sale, purchase, importation or exportation of LNG or other gas and oil products.¹⁰⁸⁸

As for the reference to "bilateral co-operations in soccer developments . . . between the Qatari FA and Thai FA,"¹⁰⁸⁹ Mr. Sim said that "[i]n addition to discussing the sale of gas, the purpose of the meetings was also to discuss possible sponsorship" of the Thai National Football Team by Qatargas.¹⁰⁹⁰ Both the potential LNG sale and the potential sponsorship were also discussed at the meeting with H.E. Sheikh Khalid, Mr. Sim said.¹⁰⁹¹ He did not explain why his email to H.E. Sheikh Khalid mentions only the LNG sale, and makes no reference to football, let alone the football sponsorship that was purportedly the purpose of the meeting. Mr. Sim said his own role at the meetings was to "discuss potential sponsorship for the Thai National Team," while "Mr Teo was there to discuss the potential gas sale."¹⁰⁹² But while Mr. Sim represented "[t]here was no connection between the two points of discussion,"¹⁰⁹³ he did not explain why two unrelated business proposals—one involving sponsorship and the other gas importation, and each presented by a different participant—were negotiated simultaneously on two separate occasions.

The Investigatory Chamber also asked Mr. Sim about the reference to his "team" in his email to H.E. Al-Attiyah: "***My team*** . . . would like to thank Your Royal Highness for all your kind supports in promoting the bilateral co-operations in soccer developments and activities between the Qatari FA and Thai FA."¹⁰⁹⁴ According to Mr. Sim, "the members of the 'team' . . . were only Mr Teo and myself."¹⁰⁹⁵ Notwithstanding the description of Mr. Teo and himself as a team in the context of football cooperation, Mr. Sim said that Mr. Teo neither has nor had

¹⁰⁸⁵ FWC00173985.

¹⁰⁸⁶ See FWC00174050 (listing Alco Automation as a distributor of instrumentation products, and Mr. Teo as the contact at Alco); FWC00174056 (same).

¹⁰⁸⁷ See FWC00174046-47.

¹⁰⁸⁸ See FWC00174048-49.

¹⁰⁸⁹ FWC00179196.

¹⁰⁹⁰ FWC00173985.

¹⁰⁹¹ FWC00173986.

¹⁰⁹² FWC00173986.

¹⁰⁹³ FWC00173985.

¹⁰⁹⁴ FWC00173983.

¹⁰⁹⁵ FWC00173985.

any connection to football.¹⁰⁹⁶ Similarly, while Mr. Sim said his own meeting with H.E. Al-Attiyah arose through a “chance encounter” with a “high-profile person[]” during a football match in Qatar that Messrs. Sim and Makudi attended,¹⁰⁹⁷ he did not explain how this led to LNG negotiations or the involvement of his “friend” Mr. Teo and Alco.

Although Mr. Sim’s email to H.E. Al-Attiyah specifically referenced cooperation between the Thai FA and the “Qatari FA,”¹⁰⁹⁸ in his response to the Investigatory Chamber, Mr. Sim asserted that, “[t]o the best of [his] knowledge,” neither H.E. Al-Attiyah, H.E. Sheikh Khalid, Qatar Petroleum, Qatargas, nor Alco “have any connection to the Qatar FA, the Thai FA, FIFA, Qatar’s 2022 FIFA World Cup bid or any other football official or organisation.”¹⁰⁹⁹ Despite the fact that all the other meeting participants purportedly lacked any connection to football, Mr. Sim blind-copied Mr. Chirakal, in Mr. Bin Hammam’s office at the AFC, on both emails.¹¹⁰⁰ Yet the only rationale Mr. Sim provided was that he blind-copied Mr. Chirakal “for his reference to our travel plans (Mr Teo and myself). Najeeb Chirakal assisted with arranging our visas for travel to Qatar.”¹¹⁰¹

Mr. Sim said he realized shortly after his September 2 meeting with H.E. Sheikh Khalid that “as an advisor to the Thai FA there was certain sensitivity in doing any business in Qatar at that time”¹¹⁰² and therefore refrained from “any further activity with Qatargas or any other business in Qatar during the World Cup bidding process.”¹¹⁰³ Mr. Sim further stated that the August 16 and September 2, 2010 meetings with H.E. Al-Attiya and H.E. Sheikh Khalid were the only meetings he had with them in 2010, and he “did not have any meetings with [H.E. Al-Attiyah and H.E. Sheikh Khalid] or any representative of Qatargas, Qatar Petroleum or ALCO *in which anyone associated with football participated*’ during 2010.”¹¹⁰⁴ Finally, Mr. Sim represented that neither an LNG sale nor football sponsorship resulted from the meetings.¹¹⁰⁵ Mr. Sim said he did not have any other meetings with H.E. Al-Attiyah or H.E. Sheikh Khalid between January 1, 2010 and December 1, 2010.¹¹⁰⁶

The Investigatory Chamber also asked the Qatar bid team about Mr. Sim and his discussions of LNG sales and cooperation between the Qatari FA and the Thai FA. Bid team CEO Hassan Al-Thawadi explained that he first met Mr. Sim in

¹⁰⁹⁶ FWC00173985.

¹⁰⁹⁷ FWC00173986.

¹⁰⁹⁸ FWC00166601-602.

¹⁰⁹⁹ FWC00173986.

¹¹⁰⁰ See FWC00166601-602; FWC00173964.

¹¹⁰¹ FWC00173986.

¹¹⁰² FWC00173986.

¹¹⁰³ FWC00173986.

¹¹⁰⁴ FWC00173986 (emphasis added).

¹¹⁰⁵ FWC00173986.

¹¹⁰⁶ FWC00173986.

2013, and was unaware of Mr. Sim's meetings with Qatargas or Qatar Petroleum in August 2010.¹¹⁰⁷ Similarly, the Qatar 2022 written submission asserted that bid officials had "no prior knowledge of these communications or any related business discussions or transactions."¹¹⁰⁸ No evidence in the record indicates otherwise.¹¹⁰⁹

Qatar 2022 also represented that counsel had contacted Abdulaziz Al Maliki, whom Mr. Sim copied on his August 18th email to H.E. Al-Attiyah. Mr. Al Maliki "did not have a specific recollection of the emails or the underlying subject matter," and he added that "Qatargas frequently received business inquiries through political channels, and that its practice was to refer them to the appropriate business officials, and let those executives decide whether to proceed with any specific inquiry."¹¹¹⁰

H.E. Sheikh Khalid, the Qatargas CEO and recipient of Mr. Sim's second email, was also queried:

H.E. Sheikh Khalid stated that he had a vague recollection of the email and related events; Joe Sim's peculiar email address, 'sour_piggy', stood out in his mind. He recalled that when he received the email in 2010, his office reached out to PTT, the Thai energy company that Qatargas does business with, to inquire about Joe Sim and his role in the Thai gas industry. He recalled that PTT replied, in words or substance, that Joe Sim was not a leader in the gas industry in Thailand. Accordingly, Qatargas decided not to proceed in discussions with Mr. Sim. H.E. Sheikh Khalid could not recall precisely how they communicated this to Mr. Sim, but expects that it would have been a simple, polite rejection in the form of an email, letter or phone call, in accordance with the ordinary practice of Qatargas.¹¹¹¹

H.E. Sheikh Khalid's account is inconsistent with Mr. Sim's statement to the Investigatory Chamber. While Mr. Sim stated that the two had met on September 2, 2010,¹¹¹² H.E. Sheikh Khalid claimed that after receiving the email and consulting with PTT, "Qatargas decided not to proceed in discussions with Mr. Sim," implying that the two had never met.¹¹¹³ Documentary evidence corroborates Mr. Sim's statement that the meeting occurred. Mr. Sim's August 18, 2010 email to

¹¹⁰⁷ FWC00184008-10.

¹¹⁰⁸ FWC00138612.

¹¹⁰⁹ In response to follow-up questions, Qatar 2022 represented CEO Hassan Al-Thawadi was employed at Qatar Petroleum from 2001 to 2007 in relatively junior-level counsel positions, and that he had no direct relationship with H.E. Al-Attiyah or Mr. Al Maliki. *See* FWC00180636-39, at FWC00180637; *see also* FWC00185047-58, at FWC00185049-50.

¹¹¹⁰ FWC00138526-616, at FWC00138612-13.

¹¹¹¹ FWC00138613.

¹¹¹² *See* FWC00173986.

¹¹¹³ FWC00173974.

H.E. Sheikh Khalid indicated H.E. Sheikh Khalid had already “mentioned next week would be a good time to meet,”¹¹¹⁴ and Mr. Sim’s September 2, 2010 meeting in Doha was scheduled to take place in the same office building where Qatargas maintained an office.¹¹¹⁵

H.E. Sheikh Khalid’s and Mr. Sim’s statements also offer conflicting descriptions of Mr. Sim’s role and of the purpose(s) of the meeting they discussed. H.E. Sheikh Khalid attributed the decision not to proceed with a meeting to Mr. Sim’s purported lack of status in the gas industry in Thailand. According to Mr. Sim, however, the purpose of *both* meetings was to discuss both the LNG sale *and* football sponsorship, and his role involved only the latter while Mr. Teo was there to discuss the LNG sale.¹¹¹⁶ If so, then Mr. Sim’s stature in the gas industry should not have mattered to H.E. Sheikh Khalid.

Nor does the testimony in the record clarify the nature of the Qatari-Thai football cooperation referenced in the email communications. Mr. Sim asserted that the football sponsorship was, along with the LNG sale, “the purpose of the meetings” and the reason he attended, but based on Qatar 2022’s statement, neither H.E. Sheikh Khalid nor Mr. Al Maliki mentioned any discussions about Qatargas potentially sponsoring the Thai FA.¹¹¹⁷

On its face, Mr. Sim’s August 2010 email to the Chairman of Qatar Petroleum, blind-copied to Mr. Bin Hammam’s assistant, gives the appearance that a LNG contract was being negotiated through football channels. It was plainly inappropriate for Mr. Sim, an advisor to the Thai FA, to simultaneously negotiate football sponsorships and LNG sales with Qatari energy leaders months before the December 2010 World Cup vote, given Qatar’s bid to host and Mr. Makudi’s status as a voting member of FIFA’s Executive Committee.

The answers Mr. Makudi, Mr. Sim and H.E. Sheikh Khalid, through Qatar 2022, provided to the Investigatory Chamber about the meetings are inconsistent and do little to shed light on what appears to be the plain meaning of Mr. Sim’s August 2010 emails. Mr. Makudi offered contradictory answers when asked to describe Mr. Sim’s role at the Thai FA and whether he was aware of Mr. Sim’s meetings with Qatargas and Qatar Petroleum representatives, and Mr. Sim’s explanation regarding the purportedly unrelated football and LNG proposals discussed at the meetings are unconvincing. From the record, it appears Mr. Makudi was an associate of Mr. Sim and the two spent considerable time together—in fact they traveled together to Doha on football business some eight weeks or so after the meeting between Mr. Sim and the Chairman of Qatar Petroleum, H.E. Al-Attiyah (and a little over a month after September 2, 2010 meeting in Doha with

¹¹¹⁴ See FWC00173974.

¹¹¹⁵ FWC00166597; FWC00174059.

¹¹¹⁶ FWC00173985-86.

¹¹¹⁷ See FWC00138612-14; FWC00173985-86.

H.E. Sheikh Khalid).¹¹¹⁸ Mr. Makudi's role as the head of the Thai FA and a voting member of FIFA's Executive Committee makes further inquiry necessary. *See* Part A(1)(c).

3. *Michel Platini's Meeting with Nicolas Sarkozy and the Qatari Emir*

Michel Platini announced soon after the December 2, 2010 World Cup vote that he had voted for Qatar.¹¹¹⁹ Subsequently, various news media reported that Mr. Platini had cast that ballot under instructions from French President Nicolas Sarkozy, who the reports said wanted Qataris to invest investments in France.¹¹²⁰

A January 2013 article in *France Football* titled "Mondial 2022: QatarGate"¹¹²¹ alleged that Mr. Platini met with President Sarkozy, the son of the Emir of Qatar, and a representative of Colony Capital, the owners of football club Paris-Saint-Germain, at the Élysée Palace on November 23, 2010.¹¹²² According to article, the group discussed the prospect of Qatar buying Paris Saint-Germain, which was "plagued by major financial difficulties;" increasing its stake in the French media company Lagardère Group; and creating a sports channel to challenge another network that Sarkozy allegedly "wanted to weaken."¹¹²³ These proposals, it was alleged, were "all in exchange for a promise: namely that Platini would not give his vote, as he had planned, to the United States, but rather to Qatar."¹¹²⁴ The article did not identify any source for this allegation.

It was further reported that Qatar indeed purchased Paris Saint-Germain for €50 million in June 2011; that Qatar later financed and launched the Be In Sport television channel, which "agreed to pump €150m into *Ligue 1*"—a French football league—"each year until 2016;" and that Qataris held nearly "ten billion dollars" worth of assets in France, including through ownership of shares in CAC 40 companies.¹¹²⁵ The article did note that President Sarkozy had granted the Qataris a tax exemption on their French assets,¹¹²⁶ thus suggesting an independent reason, unrelated to the World Cup vote, for the Qataris' investments.

¹¹¹⁸ *See* FWC0016659.

¹¹¹⁹ FWC00179778-79.

¹¹²⁰ *See, e.g.*, FWC00179778-79; FWC00158312; FWC00153353; FWC00153335.

¹¹²¹ FWC00153335-50; FWC00153318-34 (English translation).

¹¹²² FWC00153326.

¹¹²³ FWC00153326.

¹¹²⁴ FWC00153326.

¹¹²⁵ FWC00153326-27.

¹¹²⁶ FWC00153326-27.

The article quoted Mr. Platini as stating that he “voted in all independence for a region that has never had the World Cup, not because Sarkozy asked me to.”¹¹²⁷

Consistent in all material respects with that and other public statements Mr. Platini has made about this topic,¹¹²⁸ Mr. Platini told the Investigatory Chamber that he met with President Sarkozy at the Élysée Palace in November 2010 for what he thought “was a private lunch.”¹¹²⁹ When he arrived, however, he found both the Prime Minister of Qatar and son of the Emir of Qatar in attendance—which Mr. Platini said caused him both “surprise[]” and, because he had shown up dressed casually, some embarrassment.¹¹³⁰ Mr. Platini reiterated that he did not feel pressured by President Sarkozy to vote a certain way, stating that far from being involved in Qatar’s purchase of Paris Saint-Germain, he had specifically opposed that transaction—and had, in fact, asked the Emir of Qatar not to purchase the club during a lunch in Qatar in 2010.¹¹³¹ Mr. Platini said he voted for Qatar only because he believed that vote served “the best interest of football.”¹¹³²

Without more, inquiry into the scope of investment by one sovereign nation in the territory of another is well beyond the scope of the Investigatory Chamber’s authority and the subject matter of this report. On this record, no evidence has been uncovered linking Mr. Platini’s vote to any such investment and accordingly the Investigatory Chamber finds no further action is necessary.¹¹³³

4. *Marios Lefkaritis and Business in Cyprus*

According to an allegation presented to the Investigatory Chamber, during and after the bidding process Qatar’s government carried out various transactions that benefited businesses and individuals linked to FIFA Executive Committee member Marios Lefkaritis, “who is known to have voted in favour of Qatar 2022 on 2 December 2010.”¹¹³⁴ Among the principal allegations were claims that “Petroline Holdings, of which Mr. Lefkaritis is one of the Board [of] directors, has become an important partner of the emirate in the trade of liquefied gas,” that in September 2011 Cyprus’s government authorized a €32 million purchase by the Qatar Investment Authority (“QIA”) of a strip of land “to build a five-star hotel on it, land which, according to the Cypriot newspaper *Haravgi*, ‘belonged to the Lefkaritis

¹¹²⁷ FWC00153326.

¹¹²⁸ *See, e.g.*, FWC00153353; FWC00158308.

¹¹²⁹ FWC00181756; FWC00179458.

¹¹³⁰ FWC00181755-56; FWC00181755.

¹¹³¹ FWC00181767-68.

¹¹³² FWC00181755.

¹¹³³ Public reports have also suggested that Mr. Platini’s son was hired to work for Qatar Sports Investments in Qatar for reasons related to the bidding process. *See, e.g.*, FWC00153328-29. Mr. Platini told the Investigatory Chamber his son’s employment was not connected whatsoever with the World Cup vote. *See* FWC00181769-70. No evidence in the record suggests otherwise.

¹¹³⁴ FWC00158295. *See* FWC00158296-98.

family;” and that “all of these activities so closely followed” visits by Qatari government officials to Cyprus, and by Cypriot government officials to Qatar.¹¹³⁵

Mr. Lefkaritis’s affiliation with the Lefkaritis Group, which has business interests throughout Cyprus, is well-known. A cover letter summarizing the allegations presented to the Investigatory Chamber described the Lefkaritis family as “the wealthiest and most powerful in Cyprus,”¹¹³⁶ while the accompanying material stated that the family’s “influence on the Cypriot economy has been constant since the creation in 1959 of the Petrolina company by the five male offspring of the Kostas patriarch.”¹¹³⁷ FIFA’s website biography of Mr. Lefkaritis contains this summary of Mr. Lefkaritis’s “[p]rofessional career:” “Since 1971, major shareholder and Director of the Lefkaritis group of companies and Petrolina Ltd.”¹¹³⁸

Mr. Lefkaritis told the Investigatory Chamber that with respect to “our petroleum activities,” there is “absolutely no relationship . . . with Qatar.”¹¹³⁹ As to the allegation concerning the sale of land, Mr. Lefkaritis said that around April or March 2011, the real estate firm Lefkaritis & Hassapis—of which he has been a director since approximately 2007¹¹⁴⁰—sold beach property in Lanarca belonging to his “whole family” to a Hungarian company with “a Qatari[] interest.”¹¹⁴¹ Mr. Lefkaritis said he did not know the name of the Qatari entity because he “was not involved in any of these dealings.”¹¹⁴² He recalled that it was a private company, adding, “how private I don’t know.”¹¹⁴³ Mr. Lefkaritis said the transaction “was a long process” set in motion before the World Cup bidding process even began.¹¹⁴⁴ Lefkaritis & Hassapis had owned a 50% interest in the land with another Cyprus entity, Mr. Lefkaritis said, and the firm sold its interest to that partner before the Hungarian entity purchased the land.¹¹⁴⁵ Mr. Lefkaritis said he was unaware of any other transaction that any company related to him engaged in during the bidding process with an entity in Qatar.¹¹⁴⁶ The CEO of Qatar’s bid team, Hassan Al-Thawadi, said during his own interview that he was not aware of any investments made in Cyprus during the bidding process by Qatari entities or

¹¹³⁵ FWC00158300, FWC00179354-55 (translated from French). *See also* FWC00158298-99.

¹¹³⁶ FWC00158295.

¹¹³⁷ FWC00179354.

¹¹³⁸ FWC00179521.

¹¹³⁹ FWC00181706-07.

¹¹⁴⁰ FWC00181711-12.

¹¹⁴¹ FWC00181707-08, FWC00181710-11.

¹¹⁴² FWC00181708-09.

¹¹⁴³ FWC00181710.

¹¹⁴⁴ FWC00181711.

¹¹⁴⁵ FWC00181708, FWC00181711.

¹¹⁴⁶ *See* FWC00181710.

individuals.¹¹⁴⁷ There was no documentary evidence contradicting either Mr. Al-Thawadi or Mr. Lefkaritis.

At most, the evidence before the Investigatory Chamber shows a tenuous link between a company Mr. Lefkaritis is affiliated with and a company with a “Qatari interest.”¹¹⁴⁸ Nothing in this record reflects any connection between the transactions highlighted in the allegations and the Qatar bid team or the bidding process generally. The Investigatory Chamber therefore finds no basis for further inquiry into this matter.

5. *Guillermo Tofoni’s “Infrastructure” Email*

The International President of the England 2018 bid, David Dein, corresponded in November 2010 with Guillermo Tofoni, who as discussed in detail below was an agent from Argentina who organized international friendlies,¹¹⁴⁹ about arrangements for a February 2011 friendly match between Argentina and Portugal to be played in England.¹¹⁵⁰ On November 26, 2010, less than one week before the World Cup vote, Mr. Dein asked at the end of an email whether Mr. Tofoni had “any news to report from JG,”¹¹⁵¹ a reference to Mr. Grondona. Mr. Tofoni wrote back in English that day:

Hi David, I’m fine, . . . I was this morning in Julio’s house, he will fly to Switzerland on Saturday, he said that is in a very difficult situation next week, no for 2018 for him, because the decision for Conmebol at the moment is Spain, *his problem will be for 2022, Qatar offer them a big infrastructure.*

. . . .

[L]uck next week in FIFA, I know very well what was your effort! My vote is with you!!¹¹⁵²

Mr. Dein forwarded the correspondence to FIFA Secretary General Jérôme Valcke on November 29, writing, “This really needs probing further.”¹¹⁵³ There is nothing in the record indicating that FIFA investigated or otherwise responded to Mr. Dein’s message.

¹¹⁴⁷ See FWC00183920.

¹¹⁴⁸ Given the evidence concerning the Lefkaritis family’s wealth and myriad business interests, it would not be surprising if entities affiliated with Mr. Lefkaritis conducted business with some or all of the other World Cup bidding nations, as well.

¹¹⁴⁹ See Part X(D).

¹¹⁵⁰ See FWC00126234.

¹¹⁵¹ FWC00125822.

¹¹⁵² FWC00125822(emphasis added).

¹¹⁵³ FWC00125822.

Qatar 2022 officials denied any knowledge of the bid team or any other Qatari entity investing in or otherwise providing benefits to Argentina.¹¹⁵⁴ Mr. Tofoni's November 26, 2010 email came to the Investigatory Chamber's attention after Mr. Grondona had been questioned in person and in writing, and the Investigatory Chamber did not have an opportunity to ask Mr. Grondona about the message.

Mr. Tofoni told the Investigatory Chamber in June 2014 that he was unaware of any Qatari investments in "infrastructure" in Argentina.¹¹⁵⁵ Asked to explain his November 2010 statement that Mr. Grondona faced a "problem" regarding how to vote among bidders to host the 2022 World Cup because "Qatar offer them a big infrastructure," Mr. Tofoni said he "was referring to the Qatar [infra]structure, not Argentina's[, n]or South America's."¹¹⁵⁶ Mr. Tofoni said he had personally visited Qatar and believed "for 2022, the infrastructure offered by Qatar . . . was optimum."¹¹⁵⁷ He cited "stadia" and "streets with air conditioning" as notable examples of the bid's "infrastructure" proposal.¹¹⁵⁸ Mr. Tofoni also said that Mr. Grondona never told him the Qataris were investing in infrastructure in Argentina;¹¹⁵⁹ that his written comment about the "offer" of "a big infrastructure" being a "problem" meant only that Qatar's impressive bid created for Mr. Grondona "the problem of making a decision" for the 2022 vote;¹¹⁶⁰ that Mr. Tofoni knew Mr. Grondona planned to vote for the Spain/Portugal bid on the 2018 ballot, but "[t]his is information that I kept to myself, until after the results;"¹¹⁶¹ and that he never asked or learned how Mr. Grondona planned to vote for 2022.¹¹⁶² According to Mr. Tofoni, any inconsistencies between his explanations and the text of his November 26, 2010 were attributable to the fact that he is "not very good at writing" in English,¹¹⁶³ and "if I had written in Spanish, it would have been much more extensive, much clearer."¹¹⁶⁴

On its face, the email from Mr. Tofoni suggested that Mr. Grondona felt pressure to vote for Qatar's bid because the some entity or person acting to advance the Qatar bid offered benefits to an entity or region connected to him. Mr. Tofoni's proffer of his language difficulties as an explanation for what appears to be the

¹¹⁵⁴ See FWC00183745; FWC00184173; FWC00183927.

¹¹⁵⁵ FWC00183507.

¹¹⁵⁶ FWC00183513.

¹¹⁵⁷ FWC00183510-511.

¹¹⁵⁸ FWC00183516.

¹¹⁵⁹ FWC00183513.

¹¹⁶⁰ FWC00183514-15.

¹¹⁶¹ FWC00183519. That assertion is directly at odds with the email of November 26, 2010—before the vote—that Mr. Grondona did not face a "difficult situation . . . for 2018 . . . because the decision for Conmebol at the moment is Spain." FWC00125822.

¹¹⁶² FWC00183519.

¹¹⁶³ FWC00183514.

¹¹⁶⁴ FWC00183515.

plain meaning of his words to Mr. Dein is not convincing.¹¹⁶⁵ However, no other evidence in the record indicates that someone associated with Qatar’s bid offered Mr. Grondona or a related party assistance with “infrastructure.” Without such corroboration, there are insufficient grounds to investigate this issue further.¹¹⁶⁶

6. Conclusion

For the reasons stated above, the Investigatory Chamber has opened formal investigatory proceedings against Messrs. Makudi and Sim with respect to the allegations concerning the negotiations over the sale of LNG. With respect to the other allegations, no evidence of any improper activity by the bid team or any football officials has been uncovered. Accordingly, no further action will be taken.

B. Consultants and Advisors

A number of allegations have surfaced with respect to consultants affiliated with Qatar 2022. This section of the Report will examine the conduct of two of those consultants: Sandro Rosell and Amadou Diallo.

1. Sandro Rosell

Sandro Rosell advised the Qatar 2022 bid team at various points throughout the bidding process, in roles both formal and informal. Andreas Bleicher had worked with Mr. Rosell at the Aspire Academy for Sports Excellence (“Aspire” or “Aspire Academy”) since 2006, when Aspire and Mr. Rosell’s sports-marketing agency, Bonus Sports Management (“BSM”), forged a partnership to develop and manage the talent-scouting initiative Aspire Football Dreams.¹¹⁶⁷

The Qatar Football Association (“QFA”) retained Mr. Rosell as a consultant in late 2008 and early 2009, commissioning him to produce what Hassan Al-Thawadi, who joined Qatar 2022 as CEO later in 2009, described as “a feasibility study” of a whether a potential Qatar bid would “have a chance to win or not.”¹¹⁶⁸ A Consultancy Agreement between Mr. Rosell and QFA¹¹⁶⁹ required Mr. Rosell to work with QFA and a sports-management firm principally “[t]o produce a presentation detailing a clear and concise strategy to bid for Qatar to hold the FIFA World Cup in the year 2018 or the year 2022.”¹¹⁷⁰ QFA agreed to pay Mr. Rosell

¹¹⁶⁵ Mr. Tofoni’s lack of credibility when discussing other matters heightened the Investigatory Chamber’s skepticism. *See* Part X(D)(1).

¹¹⁶⁶ The Investigatory Chamber will open proceedings against Mr. Tofoni related to issues discussed in Part X(D).

¹¹⁶⁷ *See* FWC00184071-72; FWC00184077; FWC00138572-73.

¹¹⁶⁸ FWC00183936.

¹¹⁶⁹ *See* FWC00138478-93. The consultancy agreement was never signed, but it is undisputed that Mr. Rosell performed the services the contract describes. *See, e.g.*, FWC00138477; FWC00183936.

¹¹⁷⁰ FWC00138492.

€2,000 for every day it required him to work,¹¹⁷¹ and Mr. Rosell agreed to “provide strategic input” on topics including whether to propose to host the tournament “[d]uring summer time (June/July) under hot weather conditions” or “[d]uring winter time (most likely January)”, and whether to pursue a joint bid with a neighboring country.¹¹⁷² Ultimately, according to the contract, Mr. Rosell would help “present the strategy to the higher authorities.”¹¹⁷³ The agreement contained thorough confidentiality provisions, including a requirement that Mr. Rosell “irretrievably delete any information” related to the work upon the end of the consultancy.¹¹⁷⁴

Mr. Rosell’s close relationship with FIFA Executive Committee member Ricardo Teixeira was well-known at the time. Mr. Rosell, as head of Nike’s business in Brazil, and Mr. Teixeira, as President of the Brazilian Football Confederation (“CBF”), brokered a sponsorship deal in 1996 worth a reported £300 million over 10 years.¹¹⁷⁵ The agreement generated controversy, with politicians and media reports alleging in the early 2000s that the contract enriched Mr. Teixeira, but not the CBF.¹¹⁷⁶ Meanwhile, the two remained personal friends; Mr. Rosell reportedly served as the best man at Mr. Teixeira’s wedding.¹¹⁷⁷

Although it did not follow QFA’s approach of formally retaining Mr. Rosell as a consultant, Qatar 2022 viewed Mr. Rosell’s experience and football relationships as an asset. Qatar 2022 CEO Hassan Al-Thawadi stated that Mr. Rosell “was knowledgeable of the football world and . . . it’s no secret that [Mr. Rosell] [w]as friends with, for example, Ricardo Teixeira.”¹¹⁷⁸ Before traveling to Dubai for the November 2009 FIFA Beach Soccer World Cup—an event Brazil traditionally dominated and, indeed, would win once again that year—Mr. Bleicher notified bid team CEO Hassan Al-Thawadi that “[a]s agreed with you, Aspire booked now a ticket for Sandro . . . to be with us *and the CBF as well*.”¹¹⁷⁹ The bid team turned to Mr. Rosell again in January 2010 when it needed to arrange for Qatar’s Emir to meet with Mr. Teixeira and the other South American FIFA Executive Committee members in Rio de Janeiro,¹¹⁸⁰ and again in August 2010 when it needed Teixeira to formalize CBF’s consent to playing a friendly match in Doha.¹¹⁸¹ Mr. Teixeira and

¹¹⁷¹ FWC00138482.

¹¹⁷² FWC00138492.

¹¹⁷³ FWC00138492-93; FWC00184083-84.

¹¹⁷⁴ See FWC00138483-FWC00138487.

¹¹⁷⁵ See FWC00184085-86; FWC00179173-76; FWC00179186-89.

¹¹⁷⁶ See FWC00179188; FWC00179174-75.

¹¹⁷⁷ See FWC00184085.

¹¹⁷⁸ FWC00183937-38.

¹¹⁷⁹ FWC00138477 (emphasis added). The email stated that while Mr. Bleicher would send Hassan Al-Thawadi the invoice for Mr. Rosell’s travel, Mr. Rosell would pay for his own hotel expenses. See FWC00138477.

¹¹⁸⁰ See, e.g., FWC00138608; Part X(A)(1).

¹¹⁸¹ See, e.g., FWC00138499; Part X(D)(1).

the Qatar bid team “built a good relationship,” according to Qatar 2022 CEO Hassan Al-Thawadi, “probably because of the relationship . . . with Sandro.”¹¹⁸²

During and after the bidding process, Hassan Al-Thawadi, Mr. Bleicher, and others identified with Qatar 2022 worked closely with Mr. Rosell on football matters apparently not connected directly, if at all, to Qatar’s World Cup bid. Mr. Rosell was elected President of FC Barcelona in June 2010—during the campaign, Mr. Bleicher described him to Mr. Al-Thawadi as “the most promising candidate by far”¹¹⁸³—and in the ensuing months met repeatedly with Al-Thawadi, Mr. Bleicher, and others to negotiate a lucrative sponsorship deal with the Qatar Foundation.¹¹⁸⁴

The nature of some business matters Qatar 2022 officials discussed with Mr. Rosell during the bidding process is not clear from the record. Mr. Rosell sent separate emails—both of which he later forwarded to Mr. Bleicher—to Qatar 2022’s Chairman and CEO in late 2009 thanking them for a “transfer from Qatar” that he “just received.”¹¹⁸⁵ The communications do not specify the reason for the “transfer.” In the note to the bid team’s Chairman, His Excellency Sheikh Mohammed bin Hamad Al-Thani (“Sheikh Mohammed”), Mr. Rosell wrote that “this means I’ll be able to invest this money for my interest, that I hope, finally, will be yours,” and that “this means that you value my commitment with your country and your people, starting with you and your family.”¹¹⁸⁶ The email to CEO Hassan Al-Thawadi stated, “I hope that all we are doing, in all senses, will be good for all of us. No doubt, that I’ll dedicate all my efforts to make our dream happen[.]”¹¹⁸⁷

The overlapping dealings between Rosell and bid officials, the vague communications about some of those matters, and the lack of transparency into Mr. Rosell’s precise relationship with the bid effort, all suggest that Qatar 2022 may have partnered with Mr. Rosell in some way related to the bid. That appearance is problematic in light of Mr. Rosell’s questionable conduct. Public reports have alleged that in June 2011 Mr. Rosell wired £2 million to an account held in the name of Mr. Teixeira’s then-10-year-old daughter.¹¹⁸⁸ Mr. Bleicher understood that the payment occurred, but he told the Investigatory Chamber it was unrelated to Qatar’s World Cup bid. It was “completely a private thing between [Mr. Rosell] and . . . Teixeira” involving the profits from “selling a real estate[] property in Brazil,” Mr. Bleicher said.¹¹⁸⁹ The funds went to Mr. Teixeira’s daughter instead of to Mr. Teixeira himself, Mr. Bleicher added, because “some people do things for tax

¹¹⁸² FWC00183957-58; *see also* FWC00183936-37.

¹¹⁸³ FWC00138337.

¹¹⁸⁴ *See* Part XIII(A)(3).

¹¹⁸⁵ FWC00138494; FWC00138495.

¹¹⁸⁶ FWC00138494.

¹¹⁸⁷ FWC00138495.

¹¹⁸⁸ *See* FWC00173955-57.

¹¹⁸⁹ FWC00184172-73.

reasons.”¹¹⁹⁰ No evidence in the record links Qatar 2022 to the £2 million transfer to an Executive Committee member’s 10-year-old daughter.

Mr. Rosell was a football official at the time of these events. Accordingly, appropriate proceedings will be initiated.¹¹⁹¹

2. Amadou Diallo

Qatar 2022’s relationship with a consultant named Amadou Diallo also raised concerns.

Qatar 2022 provided the Investigatory Chamber with email correspondence and interview testimony regarding Mr. Diallo, who served in an advisory role to the bid team from at least February 2010 until October 2010.¹¹⁹² In his interview with the Investigatory Chamber, Qatar 2022 CEO Hassan Al-Thawadi said that he first met Mr. Diallo around the time of the final draw for the 2010 FIFA World Cup, which took place in Cape Town in December 2009, while the majority of other Qatar 2022 officials met Mr. Diallo in Angola during the CAF Congress the following month.¹¹⁹³ Mr. Al-Thawadi called Mr. Diallo a “big supporter of the Qatar bid” who, though never officially associated with the bid, provided advice, introductions, and information regarding people involved in football.¹¹⁹⁴

Qatar 2022 officials requested Mr. Diallo’s bank account information, which Mr. Diallo provided, in February 2010, but Mr. Al-Thawadi said he could not recall ever making any payments to Mr. Diallo.¹¹⁹⁵ The bid team told the Investigatory Chamber this request was made in anticipation of reimbursing Mr. Diallo for airfare and lodging related to a May 2010 trip to Doha, but “the Bid Committee arranged Mr. Diallo’s travel to Doha and in-country hotel directly, and no reimbursement or payment was necessary.”¹¹⁹⁶ Qatar 2022 further represented that it “never made a single payment to Mr. Diallo for travel or any other purpose.”¹¹⁹⁷

Email correspondence received by the Investigatory Chamber demonstrates that while Mr. Diallo indeed advised and secured introductions for Qatar 2022, he also supplied information to the bid team that he apparently intended to be used by Qatar 2022 to improperly influence certain Executive Committee members.

¹¹⁹⁰ FWC00184173.

¹¹⁹¹ See Part XIV(D)(4).

¹¹⁹² See FWC00168151; FWC00138737.

¹¹⁹³ See FWC00138585; Part X(E).

¹¹⁹⁴ FWC00183978-79.

¹¹⁹⁵ See FWC00168155-57; FWC00168151-52; FWC00168168-69.

¹¹⁹⁶ FWC00138587.

¹¹⁹⁷ FWC00138587; FWC00138524.

For example, several communications indicate that Mr. Diallo suggested that Qatar 2022 curry favor with Executive Committee member Michel Platini by providing benefits to two of his personal friends. On March 6, 2010, Mr. Diallo wrote to Hassan Al-Thawadi's assistant, Justine Oldfield, requesting that Mr. Al-Thawadi secure invitations to the annual Finance and Investment Forum in Paris for two "great friends" of Michel Platini, Louis Nicollin, whom Mr. Diallo refers to as an "industrialist and club president,"¹¹⁹⁸ and Gael Levergies, whom Mr. Diallo described as the owner of a Paris restaurant.¹¹⁹⁹ In his email, Mr. Diallo stated that Mr. Nicollin offered his plane to Mr. Platini for his campaign in 2007, and that Mr. Levergies spent three vacations with Mr. Platini.¹²⁰⁰ There is no record of any response from Qatar 2022 to Mr. Diallo's email.

Hassan Al-Thawadi told the Investigatory Chamber he could not recall making any requests for such invitations, as "it was already a challenge getting a place, getting a seat and at the same time getting a speaking slot."¹²⁰¹ With respect to at least one of the proposed invitees, however, the record appears to contradict this recollection: on March 22, 2010, Ms. Oldfield emailed Mr. Diallo informing him that they were about to request invitations to the Paris forum, and asking that he send the name of Mr. Platini's friend (Mr. Nicollin), which Mr. Diallo provided later that afternoon.¹²⁰²

Other communications show that Mr. Diallo monitored and sent to Qatar 2022 information regarding business partnerships he deemed relevant to the interests of Executive Committee members. On May 18, 2010, Mr. Diallo emailed Ms. Oldfield informing her of the "imminent signing of a partnership" between "Goreenne Kia"—which was related to Kia, the Korean car manufacturer with links to the family of Chung Mong-Joon—and the Fédération Ivoirienne de Football.¹²⁰³ Ivory Coast is the home of FIFA Executive Committee member Jacques Anouma, who is also the President of the Ivorian Football Association.¹²⁰⁴ Mr. Diallo concluded this correspondence by stating, "We must remain vigilant and responsive."¹²⁰⁵ Again, there is no record of any response by Qatar 2022. During his interview, Hassan Al-Thawadi said that at the time there was a belief that "a relationship . . . was building up" between those entities and that the bid committee found it interesting, but that he and Mr. Diallo never discussed investing with the Ivory Coast to "counter" this partnership.¹²⁰⁶ Qatar 2022 further elaborated that

¹¹⁹⁸ FWC00138645-46.

¹¹⁹⁹ See FWC00138645-46; FWC00183982-83.

¹²⁰⁰ FWC00138645-46.

¹²⁰¹ FWC00183984.

¹²⁰² See FWC00138653-54.

¹²⁰³ FWC00168184-85; FWC00183987-88; FWC00138589-90.

¹²⁰⁴ See FWC00185886.

¹²⁰⁵ FWC00168184-85.

¹²⁰⁶ FWC00183988.

this email was “not intended for a specific purpose,” but rather was meant to provide “general information” about the competing bid by South Korea.¹²⁰⁷

Mr. Diallo also suggested that the bid team provide certain favors to Mr. Anouma. In an email to Hassan Al-Thawadi sent August 10, 2010, Mr. Diallo wrote that he “would like very much to talk to you about Jacques” and that he “talked to [Mr. Anouma] at length.”¹²⁰⁸ In that same August 10 email, Mr. Diallo wrote that Mr. Anouma was interested in “lifting the curtain of the big match” “in Doha on November 17th”—a reference to the Brazil-Argentina friendly played in Qatar on that date.¹²⁰⁹ A few weeks later, Mr. Diallo wrote that Mr. Anouma had requested the night before that Qatar 2022 provide support for his “boss” Laurent Gbagbo, who was seeking re-election as President of the Ivory Coast.¹²¹⁰ At the time, Mr. Anouma was Mr. Gbagbo’s finance director.¹²¹¹ According to Mr. Diallo’s email, this support could include assisting Muslims in the Ivory Coast with a religious pilgrimage for Hadj, but could also take “another form, because don’t forget that Jacques’ future is tied to the reelection of his boss.”¹²¹²

There is no record of any written response to Mr. Diallo’s email communications. During his interview with the Investigatory Chamber, Hassan Al-Thawadi stated that the bid team did not provide any of the requested support and that he did not recall Mr. Anouma having “lifted the curtain” on any major event in Doha, although he noted that he had missed a good deal of the friendly match because he was ill.¹²¹³

There is no record of Mr. Al-Thawadi or anyone else on the bid team acting on the improper suggestions. Some evidence does reflect some preliminary work in response to Mr. Diallo’s suggestion about inviting Mr. Platini’s associate to the Paris Forum, but there is no record that the invitation was secured. The Investigatory Chamber was unable to reach Mr. Diallo.

Nevertheless, especially given that Mr. Diallo and Hassan Al-Thawadi appear to have spoken often by phone or in person,¹²¹⁴ the emails, from an advisor

¹²⁰⁷ FWC00138589.

¹²⁰⁸ FWC00138727-28.

¹²⁰⁹ FWC00138729, FWC00138731; FWC00183994-95.

¹²¹⁰ FWC00138729, FWC00138731; FWC00138590.

¹²¹¹ FWC00179781.

¹²¹² FWC00138729, FWC00138731.

¹²¹³ FWC00183993-95.

¹²¹⁴ See, e.g., FWC00138619-20 (“In response to our conversation from this morning . . .”); FWC00138621-22 (“In reference to my telephone interview today with Hassan . . .”); FWC00138627-28 (“I would like to speak to Hassan as soon as possible”); FWC00138631-32 (“I want to speak to Hassan as soon as he is available”); FWC00138633, FWC00138635 (“I kindly ask that Hassan call me back”); FWC00138638, FWC00138640 (“Hi Diallo Hassan may be in a meeting at 4:30 p.m., Paris time, however, he will call but it may be before or after.”); FWC00138669-70 (“Could I speak with Hassan when he has a second!”); FWC00138705, FWC0013871 (“[Jacques Anouma] gave me a bit of news that I will tell you in person”); FWC00138727-28 (“When can I telephone you”).

with direct access to the CEO of the bid team, create an appearance that the bid team at least considered acting on his improper suggestions. Likewise it is unfortunate that there is no record of Mr. Al-Thawadi rejecting or discouraging Mr. Diallo's advice.

The conduct of Mr. Diallo reinforces the need for bid teams to be transparent in disclosing their relationships with contractors and advisors. Even if we accept that Mr. Diallo received no compensation, his affiliation with the bid team was evident. Unpaid "advisors" such as Mr. Diallo present a unique challenge to proper oversight of the bidding process. While the actions of such advisors can create at a minimum the appearance of impropriety, there is no transparency into their relationship with the bid team and no formal method to bind those individuals to the bidding rules or the FCE. Potential steps to address these issues are discussed below.¹²¹⁵

C. Aspire Academy

Allegations have been made that Aspire Academy for Sports Excellence resources were used to improperly influence Executive Committee members and advance Qatar's bid.¹²¹⁶ While Aspire was established prior to the launch of the bid, there is no doubt that Qatar 2022 pulled Aspire into the orbit of the bid in significant ways. This section will examine the allegations of improper conduct related to Qatar 2022's relationship with Aspire.

Aspire Academy for Sports Excellence is portrayed as a centerpiece of Qatar's efforts to develop an internationally recognized sports program.¹²¹⁷ Established by the Qatari government in 2003, Aspire trains athletes from Qatar and other countries at a modern complex described in the Qatar 2022 bid book as "arguably the greatest sport academy facility in the world."¹²¹⁸

In response to the issues raised with respect to the use of Aspire resources to influence Executive Committee members, Qatar 2022 submitted the following statement to the Investigatory Chamber:

[W]hen Qatar received the Bidding Agreement which set forth the requirements for the Bid Book, FIFA specifically requested information about the Bid Committee's efforts to develop football—both within Qatar and internationally. Indeed, FIFA expressly required that each 'Bid Committee shall: . . . describe, in concrete terms, what its intended activities are in association with the hosting and staging of the FIFA World Cup to contribute to the

¹²¹⁵ See Part XVI(F)(3).

¹²¹⁶ See, e.g., FWC00172880; FWC00179763.

¹²¹⁷ See FWC00184059-60; see also, e.g., Parts XII(C), X(A)(1).

¹²¹⁸ FWC00000344; see also FWC00184059-61, FWC00184078.

development in parts of the football family outside the elite men's game (e.g. women's, youth, grassroots and disabled football) in the Bidding Country *and worldwide*.' Based on the requirements set forth in this Bidding Agreement, the Qatar Bid Committee, in consultation with Dr. Bleicher, considered—and included in its Bid Book—several proposed projects to promote the international development of youth and grassroots football.

In the upside-down world where the Qatar Bid Committee finds itself, the Aspire program is now described by some media articles as using its influence 'in countries with [E]xecutive [C]ommittee members' in order to improperly influence the outcome of the bid. This allegation is disproven by a neutral review of its history. There were a few occasions when people inside or outside the Bid Committee considered ways that Qatar could use the Aspire program to further its bid. Of course, there is nothing inherently wrong with the idea that a country which, at great expense, had been generous in its support of football development in other countries prior to forming a bid committee might seek to include those football development efforts as part of its campaign. Ultimately, as Dr. Bleicher explained, the Bid Committee never acted on these ideas.¹²¹⁹

As the analysis below demonstrates, there is evidence that Qatar 2022 employed a strategy that at least contemplated directing Aspire resources to countries associated with Executive Committee members or otherwise using Aspire resources to influence those members. That strategy, whether implemented or not, cannot fairly be said to rely solely on taking credit for generous "support of football development" that occurred "prior to forming a bid committee."

Qatar 2022 highlighted its relationship with Aspire throughout the bidding process. Qatar's bid book referenced Aspire repeatedly¹²²⁰ and displayed a full-page photograph of Aspire's Executive Director, Andreas Bleicher, along with a quote from Mr. Bleicher touting Aspire's "very latest training and evaluation methods in football talent-detection and assessment," as well as its "dedicat[ion] to leaving behind a legacy as a caring partner for youth sports development."¹²²¹ Mr. Bleicher worked closely with Qatar's bid team as a consultant.¹²²² He described to the Investigatory Chamber how Aspire factored into Qatar 2022's bid strategy:

¹²¹⁹ FWC00138576-77 (footnotes omitted; emphasis in original).

¹²²⁰ *See, e.g.*, FWC00000301; FWC00000311; FWC00000322; FWC00000344; FWC00000368; FWC00000386; FWC00000423; FWC00000450; FWC00000500; FWC00000926; FWC00000999.

¹²²¹ FWC00000382.

¹²²² *See* FWC00184055-56.

The world is looking at Qatar as desert, oil, gas, Sheiks and probably money This is the general perception

In Qatar, in the bid, we had to change this perception. This was one of the main tasks I think from the bid. And who can do this in Qatar is Aspire. Because Aspire is football development, is grassroot[s] development. Aspire is girls in sport. Aspire is women in sport. Aspire is elderly in sport, disabled persons in sport. Aspire is nice sports facilities. We had the contacts because we started in 2004 inviting international teams. Through this we had a network to so many clubs and federations, we knew them, you know, we can open a channel and we can explain what Qatar is about, what the World Cup wants to achieve. So it was all about explaining to the world what we can do and that we already have programs running, and not just the day Qatar decided, [“Alhh, now we will have a bid and now we will start with projects.”] No, we already had projects.¹²²³

Aspire figured prominently in the chapter of the bid book addressing *proposals* to support football development.¹²²⁴ Notably, of the Aspire-Qatar 2022 initiatives the bid book pledged to develop, only two were aimed at specific countries—both of which were non-bidding nations and home to a member of the FIFA Executive Committee: Thailand, represented on the Executive Committee by Worawi Makudi; and Nigeria, represented by Amos Adamu.¹²²⁵

In Thailand, Qatar 2022 planned to work “with ASPIRE and local Thai partners” to establish “a sustainable Football Dreams Academy,” thus “provid[ing] football development support to Thailand in the form of screening talent, reporting them to local associations, providing educational programmes, donating football equipment, and building football infrastructure.”¹²²⁶ That proposed project was to expand “Aspire Football Dreams” talent-search initiatives implemented in Thailand following discussions in 2008 between Mr. Bleicher and the Thai FA’s President, Mr. Makudi.¹²²⁷ The bid book’s discussion of Thailand thus did not merely

¹²²³ FWC00184090-91.

¹²²⁴ See FWC00000362-393.

¹²²⁵ See FWC00000365 (“We have plans to reach out to countries such as Thailand and Nigeria to implement development programmes in collaboration with their football associations.”); FWC00000367; FWC00000390-92.

¹²²⁶ FWC00000391.

¹²²⁷ See FWC00184130. A written statement to the Investigatory Chamber from Qatar 2022 noted that the Aspire Football Dreams program has been held in 19 countries since 2007, only six of which—Cameroon, Guatemala, Ivory Coast, Nigeria, Paraguay, and Thailand—were represented on the FIFA Executive Committee in 2010. See FWC00138575. Moreover, according to the statement, “Aspire’s planning for these six countries took place *long before* Qatar undertook to bid for the FIFA World Cup. During the bidding period, Aspire did not add any new Football Dreams countries that were home to FIFA ExCo Members.” FWC0138575-76 (footnote omitted; emphasis in original).

summarize prior good works that certain Executive Committee members might view favorably. Rather, it described a future initiative.

Nigeria was a focal point of Qatar 2022's proposed efforts to promote football at the grassroots level.¹²²⁸ Qatar 2022 pledged to "support ASPIRE's programmes in Nigeria, enabling ASPIRE to work with local Nigerian organisations to advance that country's grassroots football programme," and to provide other assistance "to ensure the programme's beneficial impact on the country's football for years to come."¹²²⁹ Again, the emphasis was on future benefits, not past accomplishments.

According to Mr. Bleicher, despite being mentioned in the bid book, neither the Thailand project nor the Nigeria project went forward after the December 2, 2010 World Cup vote.¹²³⁰ Mr. Bleicher told the Investigatory Chamber the projects in those countries had been proposed because Aspire "had the relationship in these countries already."¹²³¹ Aspire initiatives were indeed underway in Thailand and Nigeria during the bidding process.¹²³² However, Aspire projects were also in place in Lebanon, Syria, and Senegal¹²³³—countries that, unlike Thailand and Nigeria, were not represented on the Executive Committee and were not highlighted in the bid book as sites of future expanded initiatives.

Documents produced by Qatar 2022 suggest other motives behind the bid team's decisions about where to focus its development efforts and other activities related to Aspire. Emails, meeting minutes, and memoranda reflect a strategy to conduct social-responsibility initiatives and other football operations, such as the scheduling of friendlies for Qatar's national men's team, in a manner targeting Executive Committee members' support.

On January 11, 2010, Mr. Bleicher and other Qatar 2022 officials met to discuss potential football-development and social-responsibility initiatives. Minutes from the meeting, as revised by Mr. Bleicher¹²³⁴ and sent to Qatar 2022 Deputy CEO Ali Al-Thawadi,¹²³⁵ reflect discussion of strategies to influence members of the Executive Committee. In response to the proposal to expand grassroots-development projects in Nigeria, according to the minutes, Aspire provided the following feedback:

- Nigeria may not be a good option for many reasons such as the large population and difficulty of implementation.

¹²²⁸ See FWC00000392.

¹²²⁹ FWC00000392.

¹²³⁰ See FWC00184134.

¹²³¹ FWC00184135.

¹²³² See FWC00000373.

¹²³³ See FWC00000373; FWC00000392.

¹²³⁴ See FWC00137499-500.

¹²³⁵ See FWC00132010.

- *Decision of countries in Africa goes back to it being politically useful for that particular FIFA Exco member*, which in the case of Nigeria is not clear.
- Suggested going directly to Hayatou through Bin Hammam to find out CAF needs.
- Selected country may not even be a FIFA Exco country.¹²³⁶

When interviewed by the Investigatory Chamber, Mr. Bleicher denied that those comments evinced an intent to direct development efforts toward a project that would benefit a FIFA Executive Committee member, namely, Amos Adamu of Nigeria. The reference to “going directly to Hayatou through Bin Hammam to find out CAF needs,” Mr. Bleicher said, meant merely that it may be worthwhile “to check with Mr. Hayatou”—CAF President and FIFA Vice President Issa Hayatou—“because we did not have a contact in Nigeria.”¹²³⁷ Mr. Bleicher cited the last bullet point responding to the Nigeria proposal—“Selected country may not even be a FIFA Exco country”—as evidence that targeting Executive Committee members was not a factor in the Qatar 2022 officials’ deliberations, adding, “For me it would have also have been possible to do it Mali or Ghana without a FIFA Ex-Co member.”¹²³⁸ Mr. Bleicher stated that Aspire’s own experience in Nigeria demonstrated the folly of assuming that an Executive Committee member would benefit from a development program in his country. The bullet points quoted above, Mr. Bleicher said, indicated to bid officials that

Nigeria may not be an option for many reasons. One of my feedback was, and this was beginning of 2010, so we were running Nigeria since 2007, 2008, 2009, three years in a row. We never had any contact, any feedback with Mr. Adamu, never. I even did not know whether he knows about this. So whether running a program there to get the attention of him[—]I don’t think . . . he’s interested in such things. So whether it makes sense to have a promotion, which he is aware of, I doubt it.¹²³⁹

That explanation is revealing. The meeting minutes made clear that Qatar 2022 assessed potential football-development projects based at least in part on what would be “politically useful for that particular ExCo member.” While that may have meant implementing a project in an Executive Committee member’s home country,

¹²³⁶ FWC00132012-13 (emphasis added). In an earlier draft of the minutes, the third bullet stated “Suggested going directly to Hayatou through Bin Hammam to find out CAF needs, and Hayatou will in turn influence FIFA Exco members.” FWC00137500. A redlined copy of that draft indicates that Mr. Bleicher deleted “and Hayatou will in turn influence FIFA Exco members” before the document was sent to Ali Al-Thawadi. See FWC00132012-13.

¹²³⁷ FWC00184143.

¹²³⁸ FWC00184143-44.

¹²³⁹ FWC00184142-43.

the country chosen need “not even be a FIFA Exco country” provided the effect was to benefit an Executive Committee member. In the case of Issa Hayatou, for example, the minutes implied that a project outside his home country might benefit him if he had influence over what specific projects Qatar 2022 awarded. More directly, Aspire’s feedback advised that projects benefiting football in Nigeria would not necessarily benefit Mr. Adamu. Mr. Bleicher’s statements describing his observations from the Aspire project in Nigeria suggest that concerns about Mr. Adamu’s potential detachment from development projects in that country were born of experience. Aspire had been working in Nigeria “since 2007,” Mr. Bleicher said, yet Mr. Bleicher neither “had any contact” with Mr. Adamu nor even was sure “whether he knows about” Aspire’s efforts. There was therefore cause to suspect Mr. Adamu would not find Aspire initiatives in Nigeria “politically useful.”

The strategy reflected in the “Aspire feedback” of making a “*decision of countries in Africa*” based upon an analysis of what investment would be “*politically useful for that particular FIFA Exco member*” cannot fairly be described as taking advantage of generous support previously provided to those countries.

Email records show that Qatar 2022 and Aspire also communicated about ways to direct training opportunities and invitations to play friendly matches toward what one message called “target countr[ies]”—*i.e.*, countries represented on the FIFA Executive Committee. A January 5, 2010 email from Mr. Bleicher to several football officials, including Qatar 2022 CEO Hassan Al-Thawadi and Deputy CEO Ali Al-Thawadi, noted that the QFA “and Aspire (may[]be also the Bid Committee) have been approached by FIFA Match Agents/Companies recently to agree on camps/friendlies,” including international friendlies for teams preparing to compete in the 2010 World Cup.¹²⁴⁰ After describing optioned proposed by particular agents, the message continued:

I still believe, such could be *a good opportunity to combine friendlies/camps with the Q2022 Bid tasks*, if this is thought carefully and handled properly. There should be a sound discussion between the QFA, the 2022 Bid Committee and Aspire of what would benefit everybody most. . . .

*There might be another opportunity to combine interests of Aspire and the 2022 Bid Committee, e.g. in sponsoring some games (even without Qatar playing) of countries, we would want/need their support. Also this would require a discussion between Aspire and the 2022 Bid Committee and the strategy and target country/ies very soon.*¹²⁴¹

¹²⁴⁰ FWC00137502.

¹²⁴¹ FWC00137502 (emphases added).

Mr. Bleicher followed up with one of the match agents via email on January 14, 2010.¹²⁴² The message noted that “the President of the Qatar Football Association” was open to the agent’s proposal of arranging a four-team tournament in Austria, and requested more specific information from the agent about possible dates, teams, and opponents for such an event.¹²⁴³ At the end of the email, Mr. Bleicher wrote: “PS: From my point of view, *the interest of Qatar might be higher[] if the involved Teams would be, e.g. Paraguay, Switzerland, Japan, South Korea or Ivory Coast.*”¹²⁴⁴ All five of those countries were represented on the FIFA Executive Committee, whose 24 voting members¹²⁴⁵ included Nicolás Leoz (Paraguay), President Blatter (Switzerland), Junji Ogura (Japan), Chung Mong-Joon (South Korea), and Jacques Anouma (Ivory Coast).

The match agent followed up with a more detailed proposal for games involving the Qatari national team, and on January 27 Mr. Bleicher answered with a counter-proposal that he also sent to Hassan Al-Thawadi and Ali Al-Thawadi of Qatar 2022.¹²⁴⁶ Mr. Bleicher stated that the team from QFA was available to play three games in Switzerland or Austria from late May to early June against teams preparing for the World Cup. The “First Priority,” Mr. Bleicher wrote, was for Qatar to play a “[g]ame against Spain” around June 3-4; the “Second Priority” was for Qatar, before facing Spain, to play “another two games” in late May, possibly “against Nigeria and Ivory Coast;” and the “Third Priority” was a four-team, two-round tournament where “Qatar could play against Ivory Coast or Nigeria in one Semi-Final and two other Teams from Paraguay/Nigeria/Ivory Coast/Switzerland the other one.”¹²⁴⁷ Once again, all of the countries Mr. Bleicher named were represented on the FIFA Executive Committee: Besides the nations he mentioned previously, his January 27 message also referenced Spain (represented by Ángel María Villar Llona) and Nigeria (Amos Adamu). The match agent evidently understood the emphasis on teams linked with FIFA Executive Committee members. A February 24, 2010 email from the match agent to Mr. Bleicher summarizing various potential matches and other football-related events wrote “EXCO Member” in bold, italicized type next to certain countries referenced in his email message that were home to Executive Committee members.¹²⁴⁸

Similar discussions occurred in the ensuing months. On March 22, 2010, Mr. Bleicher wrote to other Qatar 2022 officials, including Hassan Al-Thawadi and Ali Al-Thawadi, concerning a proposal for a four-team tournament to include national

¹²⁴² See FWC00137510.

¹²⁴³ FWC00137510.

¹²⁴⁴ FWC00137510 (emphasis added).

¹²⁴⁵ As of the December 2, 2010 vote, only 22 of the 24 remained eligible to vote. The other two, Amos Adamu and Reynald Temarii, were banned from football-related activity due to ethics violations. See Part III(C)(8).

¹²⁴⁶ See FWC00137504; FWC00137508-09.

¹²⁴⁷ FWC00137504.

¹²⁴⁸ FWC00138284-85.

teams from Qatar, Spain, and two additional countries to be determined.¹²⁴⁹ Those additional countries, Mr. Bleicher wrote, “must be chosen carefully—to *benefit our Bid (otherwise it wouldn’t make a lot of sense)*.”¹²⁵⁰ On April 25, 2010, Mr. Bleicher sent top Qatar football officials, including Hassan Al-Thawadi and Ali Al-Thawadi, additional recommendations for tailoring QFA and Aspire activities to the bid team’s interest in appealing to Executive Committee members. Mr. Bleicher wrote that “it might be possible to **combine the interests of the Qatar 2022 bid** in this crucial period of time **with the interests and needs of the QFA A-National Team** to prepare for the GCC Cup 2010 and the AFC Asian Cup 2011,”¹²⁵¹ adding later in the email:

In my humble opinion, the *Qatar 2022 Bid might come up with a possible strategy after discussions with the relevant stakeholders* and to discuss it with the QFA/National Teams Committee, so that on the one hand, the *political benefit for the Qatar 2022 Bid could be achieved*, by at the same time making sure an optimal preparation of the QFA National Team(s) for the relevant tournaments.¹²⁵²

Mr. Bleicher’s April 25 message also stated, “[o]n another note,” that there might be similar opportunities to advance the bid through offers to train at Aspire facilities, which Qatar 2022 described during this inquiry as “of such high quality that they are regularly used by professional sports teams, including Manchester United and Bayern Munich, for training camps.”¹²⁵³ Mr. Bleicher wrote in his April 25, 2010 email to bid officials that Aspire would soon begin

inviting International Youth Teams to play friendly games against the Aspire Teams starting October 2010.

Just recently we hosted, e.g. the U16 National Teams from Brazil, Guatemala and Thailand as well as Apollon Limassol U15 from Cyprus.

The planning for the new season will be done by mid of June at the latest and I kindly would like to ask for your input, *in case you want us to invite “special [t]eams”[] you want to deepen relationships with.* We could invite any U13 to U18 Team, which would be helpful.

¹²⁴⁹ See FWC00138296-97.

¹²⁵⁰ FWC00138296 (emphasis added).

¹²⁵¹ FWC00137513 (emphases in original).

¹²⁵² FWC00137513 (emphases added).

¹²⁵³ FWC00138571.

FYI, we already promised Mr. Temarii (President OFC) to invite the New Zealand U17 National Team, which he was happy about.¹²⁵⁴

Plainly, the “special [t]eams’[] you want to deepen relationships with” referred to teams linked to voters on the Executive Committee. All of the teams Mr. Bleicher mentioned had such a connection. Although New Zealand was not represented on the Executive Committee, Mr. Bleicher made clear that the invitation to “the New Zealand U17 National Team” had made Reynald Temarii of Tahiti, who was on the Executive Committee at the time, “happy.” Mr. Bleicher also referenced “U16 National Teams from Brazil, Guatemala and Thailand,” countries represented on the FIFA Executive Committee at the time by Ricardo Teixeira, Rafael Salguero, and Worawi Makudi, respectively. As for “Apollon Limassol U15 from Cyprus,” it is hardly coincidental that Cyprus was (and remains) represented on the Executive Committee by Marios Lefkaritis, whose favorite team as a child, according to his FIFA biography, was Apollon FC Limassol.¹²⁵⁵

Qatar 2022 represented to the Investigatory Chamber that Aspire routinely invited youth teams from top football clubs and national teams to Doha because it offered its student-athletes an opportunity to face elite competition.¹²⁵⁶ While “Aspire purchases airline tickets for the visiting teams and provides accommodations in Doha,” Qatar 2022 stated, “Aspire does not make payments to these clubs or national associations.”¹²⁵⁷

Aspire Academy was nonetheless a valuable asset for Qatar’s bid team. As the communications discussed above demonstrate, it was Mr. Bleicher’s strategy to use that facility as a means to confer benefits on Executive Committee members. He contemplated doing so in a number of ways, including by Aspire-related development efforts in countries with Executive Committee members, by arranging friendly matches, and by hosting events for youth teams associated with Executive Committee members. At a minimum, the targeting of Aspire-related resources to curry favor with Executive Committee members created the appearance of impropriety.¹²⁵⁸ Those actions served to undermine the integrity of the bidding process.

D. November 17, 2010 Brazil-Argentina Friendly

Public reports have alleged that Qatar paid the Argentine Football Association (“AFA”) and the CBF appearance fees for the November 17, 2010 friendly match of \$7 million each, which far exceeded market rates and was

¹²⁵⁴ FWC00137514 (emphasis added).

¹²⁵⁵ See FWC00179521-22.

¹²⁵⁶ See FWC00138571.

¹²⁵⁷ FWC00138571-72 (footnotes omitted).

¹²⁵⁸ See, e.g., FWC00172880; FWC00179763.

intended to influence the World Cup votes of the AFA and CBF presidents, FIFA Executive Committee members Julio Grondona and Ricardo Teixeira, respectively.¹²⁵⁹

According to a statement Qatar 2022 submitted to the Investigatory Chamber, the friendly match served two principal purposes. First, Qatar was scheduled to host the AFC Asian Cup in January 2011, and the Local Organizing Committee for that event viewed the task of organizing the November 2010 match as a useful “dress rehearsal.”¹²⁶⁰ Second, the match would help the Qatar bid team rebut arguments that Qataris were uninterested in football:

Prior to the December 2010 vote, one of the principal criticisms that the Qatar Bid Committee had to address was Qatar’s perceived “lack of football culture.” Traditionally, the diehard fans in football culture were perceived to be the supporters of Manchester United or Liverpool in England; of Barcelona or Real Madrid in Spain; or even the national fans in Brazil, France and Argentina. The Qatari people had no such reputation. But Qatar was serious about football, and the Bid Committee was determined to prove it.

Hosting a significant friendly match in the period leading up to a decision on the bid offered Qatar an opportunity to dispel the notion that it is not a football-loving nation. Qatar could demonstrate its ability to pull off the logistics of a big match, and the FIFA ExCo Members would be able to see streams of fans filling a stadium in Doha in an orderly fashion and enjoying a first-rate match. Doing so a month before the vote was the icing on the cake.¹²⁶¹

Nasser Al-Khater, a Qatar 2022 official who played a prominent role in arranging the November 17, 2010 match,¹²⁶² told the Investigatory Chamber the bid team approached Kentaro AG, a Swiss company that had arranged a 2009 friendly match in Doha between the national teams of Brazil and England, and initially requested that it arrange a match between two prominent European teams such as France, Germany, or Italy.¹²⁶³ But the most alluring matchup Kentaro was ultimately able to secure, Mr. Al-Khater said, was the one between Brazil and Argentina.¹²⁶⁴

The subsections below examine the flow of money to various entities and individuals in connection with that match.

¹²⁵⁹ See FWC00153324-25.

¹²⁶⁰ FWC00138597.

¹²⁶¹ FWC00138596 (footnotes and formatting omitted).

¹²⁶² See, e.g., FWC00183863.

¹²⁶³ See FWC00183864-65.

¹²⁶⁴ See FWC00183865.

1. Financing and Contractual Arrangements

Material available to the Investigatory Chamber, including contracts related to the financing and organization of the November 17 match, indicates that the appearance fees for the Doha game were not nearly so high as the reported \$7 million figure. Evidence nonetheless raises questions about the purpose and beneficiaries of certain payments. As discussed below, those issues warrant further inquiry.

a. Swiss Mideast Finance Group

Information provided to the Investigatory Chamber indicates that Swiss Mideast Finance Group AG (“Swiss Mideast” or “SMFG”), a Swiss entity wholly owned by the Qatari business conglomerate GSSG,¹²⁶⁵ financed the event. A wealthy Qatari associated with SMFG arranged the support, reportedly in part to advance an interest in sports-related investments.¹²⁶⁶ According to bid officials and Qatar 2022, SMFG was unaffiliated with Qatar 2022 or the QFA, the funds SMFG provided to arrange the match did not come from Qatar 2022 or QFA, and the total amount paid to finance the match was comparable to fees paid for other matches featuring similarly elite teams.¹²⁶⁷

SMFG provided financing on two principal fronts.

First, Swiss Mideast provided QFA access to 25 million Qatari Riyals (“QAR”), equivalent to approximately \$6.86 million under November 2010 conversion rates, to cover expenses associated with hosting the match.¹²⁶⁸ QFA managed the myriad logistical tasks related to organizing the match, such as reserving the visiting delegations’ flights, hotel accommodations, and training facilities; obtaining insurance; providing security both at the delegations’ hotels and during the game; printing and distributing tickets; arranging the technology needed to film and broadcast the match; renting and cleaning the stadium; and retaining food-and-drink concession vendors.¹²⁶⁹ To pay for this work, QFA used a designated bank account that SMFG funded with the QAR 25 million, an amount calculated based on an itemized budget.¹²⁷⁰ SMFG retained any balance in the account after the event.¹²⁷¹

Second, SMFG paid \$8.4 million to Kentaro AG principally to secure AFA’s and CBF’s participation.¹²⁷² Through arrangements discussed in further detail

¹²⁶⁵ FWC00138599.

¹²⁶⁶ See FWC00183867-69; FWC00138599.

¹²⁶⁷ See FWC00183868-70; FWC00183878; FWC00138601.

¹²⁶⁸ See FWC00129133-42.

¹²⁶⁹ See FWC00129134-39.

¹²⁷⁰ See FWC00129139; FWC00129142-45.

¹²⁷¹ See FWC00129140.

¹²⁷² See FWC00170171-81; FWC00138601.

below, Kentaro owned exclusive rights to organizing international friendlies for CBF¹²⁷³ and it brokered an agreement with AFA's exclusive agent for the November 17 match.¹²⁷⁴ SMFG ultimately recouped a small fraction of the \$8.4 million it gave Kentaro pursuant to a broadcast revenue-sharing provision in their agreement.¹²⁷⁵ Kentaro sent another \$2 million to a Singaporean entity, Business Connexion Services Pte Ltd ("BCS"), reportedly linked to a France-based Syrian businessman named Wael Ojeh.¹²⁷⁶

Conflicting accounts about how Kentaro and SMFG came together raise questions about the nature and purpose of that payment to BCS. A contract between BCS and Kentaro described the \$2 million transfer as an "Introducing Fee" that was

owed in consideration for BCS's activities in relation to the introducing of Kentaro Group, Swiss Mideast, or any other third party company, entity and/or person ("Other Third Party") to the Qatari authorities or any government related corporation, entity and/or person ("Qatari Authorities") enabling Kentaro Group, Swiss Mideast and/or any Other Third Party to market and/or organise the Event provided that the Match Staging Agreement ("Match Staging Agreement") between Kentaro and Swiss Mideast has been concluded and executed, i.e. the Event has been staged.¹²⁷⁷

Qatar 2022's written statement did not mention BCS and, moreover, seemed to suggest that QFA or Qatar 2022 connected Swiss Mideast with Kentaro:

[B]efore negotiations were finalized with Kentaro, Qatar was approached by GSSG, a Qatari business conglomerate that, at the time, was in the process of purchasing a number of smaller companies to add to its group. One of GSSG's funds, Swiss Mideast Finance Group AG ("Swiss Mideast"), was looking to invest in sports companies such as Kentaro. GSSG offered to sponsor the match and have Swiss Mideast take over the negotiations with Kentaro. The QFA turned over the negotiation of the financial terms to Swiss Mideast, thus allowing it to focus on the organization and technical aspects of the match.¹²⁷⁸

¹²⁷³ See FWC00170195-97.

¹²⁷⁴ See FWC00170182-91.

¹²⁷⁵ See FWC00170176-77.

¹²⁷⁶ See FWC00170166-70; FWC00173919.

¹²⁷⁷ FWC00170152-53.

¹²⁷⁸ FWC00138599.

The nature of what the BCS-Kentaro contract calls “BCS’s activities”¹²⁷⁹ is thus unclear. A broad and strict confidentiality clause in the BCS-Kentaro contract would appear aimed at preventing any disclosure of the arrangement.¹²⁸⁰

The more than \$4 million remaining from SMFG’s initial \$6.4 million payment to Kentaro covered Kentaro’s compensation and profit as well as the fees associated with the participation of the Argentine and Brazilian teams. As discussed below, concerns about what portions of those fees actually found their way to AFA and CBF, and about the purpose and beneficiaries of the funds that went elsewhere, merit further inquiry.

b. CBF

Contracts dating back to 2006 governed CBF’s compensation for making the Brazilian national team available to play in the November 17, 2010 match.

Pursuant to a contract dated November 24, 2006, CBF granted Dallah Albaraka Group (“DAG”), a Saudi Arabian holding company, “exclusive rights from CBF to organize, market, promote, advertise, broadcast and transmit by all means the next 24 friendly football matches of the Brazil National Football Teams that will take place from January 2007 onwards in different countries around the world.”¹²⁸¹ In return, the agreement obligated DAG to cover all costs associated with each match and, moreover, to pay CBF \$27.6 million over the 24-game period, or \$1.15 million per game.¹²⁸² Ricardo Teixeira signed the contract on behalf of CBF; Moheydin Kamel signed on behalf of DAG.¹²⁸³

Acquiring those exclusive rights actually cost DAG considerably more than \$27.6 million. An agreement dated November 23, 2006 stated that if International Sports Events Ltd. (“ISE”), a DAG subsidiary based in the Cayman Islands,¹²⁸⁴ acquired the exclusive rights to “24 premium class football matches” from some unidentified party, it would owe Uptrend Developments LLC, a United States entity based in New Jersey, €8.3 million, or approximately €345,833 per match.¹²⁸⁵ The contract identified Uptrend as “a sports marketing company specialized in international football.”¹²⁸⁶ But it did not oblige Uptrend to market any events or seemingly to do anything at all other than “undertake[] to enter into negotiations”

¹²⁷⁹ FWC00170167.

¹²⁸⁰ See FWC00170170.

¹²⁸¹ FWC00170183-90.

¹²⁸² See FWC00170184-88. The contract calls for 30% of the \$27.6 million (\$8.28 million) to be paid up front, with the remaining 70% to be paid in 24 installments of \$805,000 each. See FWC00170188. Information provided to the Investigatory Chamber nonetheless suggests that the \$27.4 million was instead paid in 24 installments of \$1.15 million. See FWC00173919.

¹²⁸³ See FWC00170190.

¹²⁸⁴ See FWC00170183.

¹²⁸⁵ FWC00170177-79.

¹²⁸⁶ FWC00170177.

that might culminate in “the right holders” granting ISE “exclusive worldwide rights to organize, market, promote, advertise, broadcast and transmit by all means of broadcasting and transmission” 24 football matches¹²⁸⁷—precisely what CBF granted ISE’s parent, DAG, the very next day.¹²⁸⁸ Moheydin Kamel signed this agreement, too, albeit on behalf of ISE. For Uptrend, the signatory was “Alexandre R. Feliu,”¹²⁸⁹ the full name of Sandro Rosell. Corporate filings indicate that Uptrend was incorporated in 2006; that Mr. Rosell, who listed a Barcelona address in the public records, was the entity’s sole principal; and that Uptrend’s incorporation status was cancelled in April 2013.¹²⁹⁰ This relationship and the troubling nature of the financial arrangements involving the company affiliated with Mr. Rosell warrant further inquiry or referral.¹²⁹¹

Having secured the exclusive rights through CBF and DAG for the Brazilian national team’s next 24 international friendlies, ISE entered into an agreement, again signed by Moheydin Kamel, to share the responsibilities and benefits of exploiting those rights with Kentaro.¹²⁹² ISE retained exclusive media rights in the Middle East and North Africa, and Kentaro assumed responsibility for “negotiations and arrangement of possible opponents and venues,” “exclusive marketing of all commercial rights,” “event management,” and “the distribution of the broadcasting rights outside of the Middle East and North Africa.”¹²⁹³ The parties also agreed to split the costs and revenues from the 24 matches “on an equal basis 50/50.”¹²⁹⁴

For the November 17, 2010 Brazil-Argentina match in Qatar, however, it appears that Kentaro simply wired the equivalent of 1/24th of the total amounts owed under the DAG-CBF and ISE-Uptrend agreements to an ISE account in the Cayman Islands. Specifically, Kentaro transferred \$1.15 million (the per-game share of the \$27.6 million total DAG owed CBF over the 24-game period) plus an additional €345,833 (the per-game share of the €8.3 million ISE owed Mr. Rosell’s company, Uptrend, under a side agreement for those same 24 games).¹²⁹⁵

Nothing in the record suggests Mr. Rosell or his company contributed substantive services or other assistance related to the Argentina-Brazil friendly. He apparently did, however, take steps to ensure the game took place. Kentaro

¹²⁸⁷ FWC00170177.

¹²⁸⁸ See FWC00170183-90.

¹²⁸⁹ FWC00170177, FWC00170179.

¹²⁹⁰ See FWC00173949-51.

¹²⁹¹ Other questionable financial dealings involving ISE and DAG were addressed in an internal AFC investigation and a prior FIFA Ethics Committee proceeding. See FWC00176532-610.

¹²⁹² See FWC00170180-82.

¹²⁹³ FWC00170181-82. That language reinforces the conclusion that Uptrend, though identified in the ISE-Uptrend agreement as “a sports marketing company specialized in international football,” was not obliged to deliver any “sports marketing” services in exchange for the promised €8.3 million. FWC00170177.

¹²⁹⁴ FWC00170181.

¹²⁹⁵ See FWC00173919.

needed Mr. Teixeira's approval on CBF's behalf to organize the match. An agreement with European clubs posed an obstacle because it limited CBF's ability to schedule international friendlies outside Europe during the club-football season, and Teixeira appears to have been reluctant to go against the clubs' wishes. A Kentaro representative asked Mr. Rosell in late June, when Mr. Rosell was President-elect of FC Barcelona, whether scheduling a game with Brazil's national team in Qatar in mid-November might be possible. Given Mr. Teixeira's interest in pleasing the clubs and Mr. Rosell's role running a club, the Kentaro representative assumed Mr. Rosell would object; instead, Mr. Rosell reportedly smiled knowingly and said, "Maybe this is possible; sometimes there are miracles," signaling that Messrs. Rosell and Teixeira had already discussed and agreed to support efforts to arrange the November 17, 2010 match in Qatar. Even after Mr. Rosell became President of FC Barcelona, Qatar football officials communicated with Mr. Teixeira through Mr. Rosell. In August 2010, when the Qataris wished to send CBF an official invitation for the November match, they simply forwarded it to Mr. Bleicher and asked him to send it "to Sandro as discussed."¹²⁹⁶ Nasser Al-Khater explained to the Investigatory Chamber that Mr. Rosell would have been able to secure Mr. Teixeira's official acceptance of the invitation—a prerequisite to placing the match on the FIFA calendar—because "Sandro had a very good relationship with Teixeira."¹²⁹⁷

c. AFA

Kentaro transferred \$2 million—a \$1.6 million "Appearance Fee" plus a \$400,000 "Commission Fee"—to the match agent World Eleven SRL in exchange for AFA's participation in the November 17, 2010 game. From that amount, no more than \$1 million made it to AFA. Evidence in the record, including contractual documents that contradict statements Guillermo Tofoni, World Eleven's sole owner,¹²⁹⁸ made to the Investigatory Chamber, raise concerns about what happened to the remaining \$1 million and, more generally, about potential misuse of AFA funds.

A June 2010 "Match Staging Agreement" between Kentaro and World Eleven¹²⁹⁹ required Kentaro to pay a \$1.6 million "Appearance Fee" "to W11/AFA for the participation of the AFA Men's national team in the Match."¹³⁰⁰ Separate provisions confirmed that "the Match" in question was the game against Brazil to be played in Qatar on November 17, 2010.¹³⁰¹ Mr. Tofoni signed the agreement on behalf of World Eleven.¹³⁰² A separate June 2010 contract between Kentaro and

¹²⁹⁶ FWC00138499.

¹²⁹⁷ FWC00183872-73.

¹²⁹⁸ See FWC00183481-83.

¹²⁹⁹ See FWC00170170-76.

¹³⁰⁰ FWC00170173.

¹³⁰¹ FWC00170171.

¹³⁰² See FWC00170170, FWC00170175.

World Eleven governed the \$400,000 “Commission Fee.”¹³⁰³ This agreement, too, referenced a “Match” defined as “an international friendly match between Brazil vs. Argentina on 17th November 2010 to be played in Doha, Qatar,”¹³⁰⁴ and was signed by Tofoni on World Eleven’s behalf.¹³⁰⁵ “[I]n consideration of W11 securing the participation of the Argentinean A National Team in the Match,” the contract stated, “the Parties have agreed that that W11 shall receive \$400’000 (four hundred thousand US dollars) as [a] Commission Fee.”¹³⁰⁶

Before the Investigatory Chamber obtained the contracts related to the November 17, 2010 friendly match, Julio Grondona responded to written questions about that game. As an initial matter, Mr. Grondona rejected any suggestion of impropriety related to the World Cup bidding process:

I must categorically deny that the Argentine national soccer team travelled to Qatar in November 2010 to play a game against the Brazilian national team in exchange for any financial benefit or benefit of any other nature that could influence my decision to vote for one applicant country or another.

The main reasons motivating the acceptance of the game were those of a sporting nature, such as the rivalry and the relative closeness of the match’s venue to Europe (a four-hour flight), in whose clubs almost all of the selected Argentine players play.

The fact that the match took place in Doha, or that the Qatar candidacy would include it within its schedule of activities, is merely tangential to the AFA’s acceptance of this match.¹³⁰⁷

According to Mr. Grondona, a company called Punto Soccer Ltd. (“PS Ltd.”) proposed the game and agreed to pay AFA an appearance fee of \$1 million, an amount commensurate with fees Argentina received for “other friendly matches where economic compensation was received between February 2009 and March 2011.”¹³⁰⁸ Mr. Grondona appended to his written answers a table that he said showed how much AFA received for friendly matches during that period and which match organizer each fee.¹³⁰⁹ He also sent the Investigatory Chamber a copy of what he described as the contract between AFA and PS Ltd. setting forth “[t]he

¹³⁰³ See FWC00170167-69.

¹³⁰⁴ FWC00170167.

¹³⁰⁵ FWC00170169.

¹³⁰⁶ FWC00170168.

¹³⁰⁷ FWC00173312.

¹³⁰⁸ FWC00173312. Mr. Grondona distinguished “friendly matches where economic compensation was received” from matches “subject to a ‘reciprocity regime’” that did not entitle AFA to any appearance fee. For an example of the latter, he cited Argentina’s November 2009 game against Spain in Madrid. See FWC00173312.

¹³⁰⁹ See FWC00173312, FWC00173320.

benefits that the AFA received for participating in the aforementioned match.”¹³¹⁰ Under the contract, AFA assigned the rights needed to organize the game to PS Ltd. and agreed to make its players available for the match against Brazil in Qatar on November 17, 2010.¹³¹¹ In exchange, PS agreed to pay AFA \$1 million “net of taxes” and cover AFA’s international and local transportation, accommodation, and meal costs.¹³¹² Mr. Grondona signed on behalf of AFA, and a Mauricio Peveralli signed on behalf of PS Ltd.¹³¹³ The contract was not dated.¹³¹⁴

Mr. Tofoni told the Investigatory Chamber that PS Ltd. is a World Eleven subsidiary established “due to tax and bank issues” related to difficulties sending money to and from Argentina, where World Eleven is based.¹³¹⁵ Mr. Tofoni confirmed that World Eleven organized AFA’s participation in the November 17, 2010 match¹³¹⁶ and received a \$1.6 million “Appearance Fee” plus a \$400,000 “Commission Fee” from Kentaro.¹³¹⁷ He said he personally negotiated the terms of the related World Eleven-Kentaro contracts.¹³¹⁸ Mr. Tofoni also corroborated Mr. Grondona’s representation that AFA received approximately \$1 million.¹³¹⁹

On the issue of why AFA received only half of the \$2 million Kentaro paid for the Argentinian national team’s participation in the match, Mr. Tofoni’s statements are not consistent with other evidence in the record.

Mr. Tofoni first asserted that only \$20,000 of the \$400,000 “Commission Fee” went toward World Eleven’s commission for the November 17, 2010 game, and the remaining \$380,000 covered commissions Kentaro owed World Eleven for its work on other matches, including one between Brazil and Italy. The \$400,000 “Commission Fee” thus represented “a collaboration on various games simultaneously,” Mr. Tofoni said, and was paid “[i]ndependently of how much was going to Argentina, and how much to WorldEleven,[] and the amount of commission” World Eleven earned for the game in Qatar.¹³²⁰

That account cannot be reconciled with the contract requiring Kentaro to pay the \$400,000 fee. The agreement, which Mr. Tofoni signed, expressly represented that Kentaro owed World Eleven \$400,000 “in consideration of W11 securing the

¹³¹⁰ FWC00173312, FWC00173943-46. The contract was written in Spanish; the English translation is at FWC00173316-19.

¹³¹¹ *See* FWC00173316. AFA retained the broadcast rights for the match within Argentina. *See* FWC00173318.

¹³¹² FWC00173317.

¹³¹³ FWC00173946.

¹³¹⁴ *See* FWC00173316-18.

¹³¹⁵ FWC00183482.

¹³¹⁶ *See* FWC00183485.

¹³¹⁷ *See* FWC00183488-89.

¹³¹⁸ *See* FWC00183499.

¹³¹⁹ *See* FWC00183496-97.

¹³²⁰ FWC00183489-92.

participation of the Argentinean A National Team in the Match,” and that the referenced “Match” was “an international friendly match between Brazil vs. Argentina on 17th November 2010 to be played in Doha, Qatar.”¹³²¹ That language leaves no room for the possibility that the \$400,000 “Commission Fee” related to other games, and it is inconceivable that Kentaro, an established and experienced company, resolved its debts pursuant to contractual language that foreclosed any argument, in defense of a potential future claim by World Eleven, that it had done so.

Even if one credits Mr. Tofoni’s claim about the \$400,000 “Commission Fee”—which the Investigatory Chamber cannot do based on this record—he could not plausibly explain why AFA received only \$1 million from the \$1.6 million “Appearance Fee.” Tofoni said he kept \$600,000 as a commission¹³²²—but, echoing his explanation of the \$400,000 payment from Kentaro, he claimed that much of that amount covered commissions AFA owed World Eleven from previous games.¹³²³ According to Mr. Tofoni, World Eleven and PS Ltd. do not charge a commission for “matches, that, due to sporting issues, are usually organized[] without money.”¹³²⁴ He cited a June 2007 game in Barcelona between Argentina and Algeria as a notable example, stating that World Eleven lost \$800,000 organizing that event.¹³²⁵ AFA therefore agreed, Mr. Tofoni said, that it would help World Eleven recoup those costs “when there is an opportunity to recover[] this.”¹³²⁶

Here, too, Mr. Tofoni’s statements are unsupported by the record. No language in the PS Ltd.-AFA contract produced by Mr. Grondona suggested that AFA accepted a lower flat fee from PS Ltd. because it owed PS Ltd. money or otherwise wished to recognize PS Ltd.’s generosity in organizing less-lucrative matches.¹³²⁷ Moreover, based on the chart Mr. Grondona submitted to the Investigatory Chamber, World Eleven, PS Ltd., and Mr. Tofoni had ample opportunity to recoup losses before the November 2010 match in Qatar: The chart demonstrates that AFA received \$1 million from a March 2010 match against Germany organized by Tofoni personally; €900,000, which at the time was the equivalent of approximately \$1,183,000, for an August 2010 match against Ireland

¹³²¹ FWC00170167-69.

¹³²² See FWC00183497. The AFA-PS Ltd. contract produced by Mr. Grondona stated that AFA was entitled to \$1 million “net of taxes,” FWC00173317, but Mr. Tofoni’s assertion that he kept \$600,000 of the \$1.6 million as a commission would have left AFA with \$1 million *before* taxes. Relatedly, Mr. Tofoni did not suggest that some portion of the \$600,000 went toward the transportation or hotel costs the contract Mr. Grondona produced stated that PS Ltd. would cover on AFA’s behalf, see FWC00173317. Other documents in the record indicate that Kentaro and others—not World Eleven, PS Ltd., AFA, or Mr. Tofoni—paid those expenses.

¹³²³ See FWC00183496-98.

¹³²⁴ FWC00183497.

¹³²⁵ See FWC00183497-98.

¹³²⁶ FWC00183497.

¹³²⁷ See FWC00173316-19.

organized by PS Ltd.; and \$1.2 million for an October 2010 match against Japan organized by PS Ltd.¹³²⁸

Documents related to the October 2010 Argentina game against Japan (notably also a bidding nation at this time) game suggest that Mr. Tofoni also retained an outsized portion of the fee for Argentina's appearance in that match. A contract Mr. Tofoni signed in September 2010 required the Japan Football Association ("JFA") to pay World Eleven a "Match fee" of \$1.75 million,¹³²⁹ and records confirm that JFA wired that amount in two installments to a World Eleven bank account in the United States.¹³³⁰ JFA, which under the contract with World Eleven was responsible for AFA's transportation and accommodation expenses,¹³³¹ also wired an additional \$325,781 to the World Eleven account in the United States to cover some or all of those costs.¹³³² If AFA received only \$1.2 million from the \$1.75 million match fee, then World Eleven or related parties apparently retained \$575,000. Even allowing World Eleven a reasonable commission for whatever services it provided in connection with the Japan match, the size of that payment undermines Mr. Tofoni's assertion that AFA owed him any substantial amount for prior losses he had incurred.

A number of Mr. Tofoni's answers appear to be contradicted by credible evidence in the record. While not connected with Qatar 2022, the arrangements related to payments intended for the AFA raise troubling issues, and given Mr. Tofoni's status as a match agent covered by the FCE, those issues will be further explored in formal investigatory proceedings.¹³³³

2. *Ricardo Teixeira's Accommodations*

The November 2006 CBF-DAG agreement discussed above¹³³⁴ specified that the arrangements and accommodations DAG agreed to provide for Brazil's international friendly matches must include "a car with driver for the head of the delegation," "[a]t least 1 presidential suite" at the team hotel, and, along with the business-class airline tickets apparently reserved for the team's players, "[u]p to five" first-class seats.¹³³⁵ The official entitled to the chauffeured car, presidential suite, and first-class airfare was the same person who signed the contract on behalf of CBF: Ricardo Teixeira.¹³³⁶ Even relative to the five-star accommodations the

¹³²⁸ FWC00173320.

¹³²⁹ FWC00127270-80. The full \$1.75 million fee was owed only if Lionel Messi played, *see* FWC00127273, which he did.

¹³³⁰ *See* FWC00127281-319.

¹³³¹ *See* FWC00127270-72.

¹³³² *See* FWC00127305-307, FWC00127317-19.

¹³³³ *See* Part XIV(E)(3).

¹³³⁴ *See* Part X(D)(1)(b).

¹³³⁵ FWC00170185-86.

¹³³⁶ *See* FWC00170190.

players and top football officials enjoyed, the amenities provided to Mr. Teixeira for the Brazil-Argentina match were excessive. Whereas the contractual agreements discussed above covered the rest of the CBF and AFA delegations' expenses, the considerable costs related to the visit by Mr. Teixeira, the only Executive Committee member among the CBF and AFA delegations in Qatar,¹³³⁷ were paid for by Qatar's bid team.

A November 9, 2010 email from Sélim Tawileh, an official from the Local Organising Committee of the 2011 AFC Asian Cup who coordinated travel and hotel arrangements for the November 17 match, notified Nasser Al-Khater of Qatar 2022 that

Mr. Ricardo TEIXEIRA (with wife and daughter) will be coming with the Brazil Team. He will be staying at the Four Seasons.

I will book for him a suitable suite and . . . he will receive TOP VVIP treatment.¹³³⁸

According to a November 11, 2010 letter from a Four Seasons Hotel manager, Tawileh amended the initial reservation to add an "[a]dditional state suite *at the special rate of 20,000.00 QAR per night* from 14th to 18th November 2010 for 4 nights under the name of Mr. Teixeira."¹³³⁹ According to historical currency conversion rates, 20,000 Qatari Riyals was the equivalent in mid-November 2010 of approximately \$5,490. Receipts and other records confirm that Teixeira spent four nights at the Doha Four Seasons at a rate of 20,000 QAR—more than \$5,000—per night.¹³⁴⁰ In contrast, the football players Lionel Messi of Argentina and Robinho of Brazil stayed in rooms with nightly rates of 1,100 QAR and 650 QAR, respectively.¹³⁴¹

The 80,000 QAR charge for Mr. Teixeira's four nights at the Four Seasons did not include additional expenses charged to that room for meals and other services.¹³⁴² Various receipts, including laundry invoices for washing items of clothing, confirm that some of the hotel costs related to accommodations for Teixeira's family.¹³⁴³ Assorted chauffeured luxury cars transported Mr. Teixeira around Doha,¹³⁴⁴ and a chauffeured S-Class Mercedes was provided specifically for Mr. Teixeira's wife.¹³⁴⁵ While dozens of chauffeured cars were reserved for various

¹³³⁷ It appears that Julio Grondona of Argentina did not join the AFA group in Doha. *See, e.g.*, FWC00173310; FWC00183871.

¹³³⁸ FWC00131542.

¹³³⁹ FWC00129391 (emphasis added).

¹³⁴⁰ *See, e.g.*, FWC00129389, FWC00129400, FWC00129518.

¹³⁴¹ *See* FWC00129389; FWC00133731-43.

¹³⁴² *See* FWC00129403-21.

¹³⁴³ *See, e.g.*, FWC00129405, FWC00129407-09, FWC00129411-13.

¹³⁴⁴ *See, e.g.*, FWC00129422-24.

¹³⁴⁵ *See* FWC00130178.

officials,¹³⁴⁶ match organizers instructed the car service to allocate two of its “five best drivers” to Mr. and Mrs. Teixeira.¹³⁴⁷

A Four Seasons Hotel document breaking down all of the expenses incurred in connection with the November 17, 2010 friendly match lists, among other information, the charges for room, the name of a guest from each room, the “Group” the guest traveled with, the guest’s “Position,” and the “Source” that will pay for costs charged to that guest’s room.¹³⁴⁸ The “Source” responsible for all expenses associated with the “Brazil Team” “Group” was “Kentaro”¹³⁴⁹—with one exception: the “Source” assigned to pay the 87,150 QAR (approximately \$23,900) charged to the hotel room under Mr. Teixeira’s name was “Bid 2022.”¹³⁵⁰ Whereas the “Position” of every other guest with the “Brazil Team” group was categorized as either “Players,” “Officials,” or “Staff,” the chart identified Teixeira’s “Position” as “FIFA EXCO.”¹³⁵¹

Qatar 2022 officials told the Investigatory Chamber that they did not remember spending 87,150 QAR, although they did not dispute that they did.¹³⁵² Mr. Al-Khater, who said he was the Qatar 2022 official responsible for overseeing the CBF and AFA delegations’ hotel arrangements, said for any friendly match the “head of delegation would automatically be getting the top of the line.”¹³⁵³ CEO Hassan Al-Thawadi explained that “if there’s an Executive Committee member . . . and he’s available in town, . . . I think over here you’d cover the cost.”¹³⁵⁴

The trip to Doha for the friendly match was not ostensibly related to the bid. Nevertheless, Qatar 2022 paid for Mr. Teixeira’s lavish accommodations apparently because of his status as a voting Executive Committee member. This was a benefit provided to Mr. Teixeira by the bid team and would appear to violate both the bidding rules and the FIFA ethics provisions in force at the time. Mr. Teixeira has resigned from all football positions and efforts by the Investigatory Chamber to obtain contact information for him were unsuccessful. Proceedings will nonetheless be initiated.¹³⁵⁵ Recommendations to address issues related to friendly matches and more generally to gifts to Executive Committee members may be found below.¹³⁵⁶

¹³⁴⁶ *See, e.g.*, FWC00130178.

¹³⁴⁷ FWC00130170.

¹³⁴⁸ FWC00129427-30.

¹³⁴⁹ FWC00129427, FWC00129429.

¹³⁵⁰ FWC00129429-30.

¹³⁵¹ FWC00129429.

¹³⁵² *See* FWC00183870-71; FWC00183974-75.

¹³⁵³ FWC00183870-71.

¹³⁵⁴ FWC00183974-75.

¹³⁵⁵ *See* Part XIV(A)(3)(d).

¹³⁵⁶ *See* Parts XVI(F)(1)-(2).

E. CAF Congress

In late January 2010, Qatar 2022 sponsored the CAF Congress in Angola. The sponsorship agreement granted Qatar 2022 exclusive rights to market its bid during the event. For this privilege, the bid team paid CAF \$1.8 million.

The arrangement caused consternation among rival bidders, as was widely reported in January 2010.¹³⁵⁷ In interviews with the Investigatory Chamber, several officials associated with competing bids characterized Qatar's sponsorship of the CAF Congress as arguably permissible under the rules, but nonetheless inappropriate.¹³⁵⁸

The prospect of sponsoring the CAF Congress appears to have originated with Qatar 2022 in early December 2009, around the time of the World Cup draw in South Africa. Bid team CEO Hassan Al-Thawadi told the Investigatory Chamber that he and other Qatar 2022 officials saw themselves as following a trail blazed by South Africa, the first African nation to host the World Cup: "They were hosting the first World Cup. People say it can't be done. We're trying to host our first Middle East World Cup. People say it can't be done."¹³⁵⁹ Believing that the African Confederation would be "receptive to the idea of a Middle Eastern World Cup for the very first time," Mr. Al-Thawadi said, the bid team viewed the upcoming CAF Congress as an opportunity to spread its message to a supportive audience.¹³⁶⁰ Mr. Al-Thawadi recalled that Qatar 2022 proposed the sponsorship idea to the Qatari member of the Executive Committee, Mohamed Bin Hammam, who then discussed it with the CAF President, fellow Executive Committee member Issa Hayatou.¹³⁶¹

On December 7, 2009, the Chairman of Qatar 2022, Sheikh Mohammed, sent Mr. Hayatou a formal letter expressing the bid's interest in "exclusively sponsoring the CAF Congress in January 2010."¹³⁶² The letter listed three items to be included in the sponsorship:

1. The full branding of the convention center
2. Branding on all collateral (invitations, menu, event program, etc) that is involved during the congress and gala dinner
3. Sponsoring the Gala Dinner and any related activities (entertainment show, etc)¹³⁶³

¹³⁵⁷ See, e.g., FWC00180683-84; FWC00180685-86.

¹³⁵⁸ See, e.g., FWC00184692; FWC00180944; FWC00184335-36.

¹³⁵⁹ FWC00183961-62.

¹³⁶⁰ FWC00183961-62.

¹³⁶¹ See FWC00183962-63.

¹³⁶² FWC00128169.

¹³⁶³ FWC00128169.

CAF General Secretary Mustapha Fahmy replied on December 9 that he had been “instructed by Mr. Hayatou to inform [Sheikh Mohammed] that CAF Emergency Committee agreed to have you sponsoring CAF Congress in the conditions mentioned in your letter.”¹³⁶⁴ Unlike Sheikh Mohammed’s letter, Mr. Fahmy’s response specified a price:

As far as we are concerned, the total expenses of the Congress is comprised between 1.8 and 2 Mo. US dollars.

This amount should be used to cover all the aspects indicated in your letter as well as the International travel, accommodation and local transportation of all delegates to the Congress representing our 53 member associations.¹³⁶⁵

Mr. Fahmy, who worked at CAF for over 20 years before becoming Director of Competitions at FIFA in October 2010, said during this inquiry that this was the only time a CAF Congress was sponsored.¹³⁶⁶ Mr. Fahmy recalled that CAF proposed the \$1.8 million fee after first examining “the cost of the tickets and the people going” to Angola,¹³⁶⁷ where the hosting costs were high relative to previous CAF Congresses.¹³⁶⁸ Any payment from Qatar 2022 in excess of the CAF Congress costs, Mr. Fahmy said, were to “go to the development of football.”¹³⁶⁹

The sponsorship agreement, dated December 23, 2009,¹³⁷⁰ granted Qatar 2022 “the exclusive Sponsorship Rights in and to” the CAF Congress¹³⁷¹ in exchange for \$1.8 million, “which in turn shall be used by the CAF to cover the overall costs of the Event as well as various costs connected to the Event.”¹³⁷² Half of the fee was to be paid within 10 days of the contract’s signing, with the remaining half due within a month after event, which was held in Luanda on January 29-30, 2010.¹³⁷³

Records confirm that Qatar 2022 paid approximately \$1.8 million to CAF in accordance with the terms of the contract. Qatar 2022 and CAF each produced payment transfers and statements from their respective accounts demonstrating that an account held by “Qatar 2022 World Cup Bid Committee” wired CAF \$899,964 on December 28, 2009, and another \$899,964 on February 10, 2010.¹³⁷⁴

¹³⁶⁴ FWC00128171.

¹³⁶⁵ FWC00128171.

¹³⁶⁶ *See* FWC00183442-43.

¹³⁶⁷ FWC00183448.

¹³⁶⁸ *See* FWC00183443.

¹³⁶⁹ FWC00183448.

¹³⁷⁰ *See* FWC00168260-75.

¹³⁷¹ FWC00168265; *see also* FWC00138578.

¹³⁷² FWC00168267.

¹³⁷³ *See* FWC00168267.

¹³⁷⁴ *See* FWC00172849; FWC00172850; FWC00168286-91.

The timing of that first payment is noteworthy. During an interview with the Investigatory Chamber, Mr. Hayatou distanced himself from the sponsorship agreement, stating that he did not “know the exact amount” paid by Qatar and that “CAF accepted the sponsorship of the congress.”¹³⁷⁵ That characterization of Mr. Hayatou’s role appears inconsistent with communications indicating that Mr. Hayatou helped broker the agreement¹³⁷⁶ and with the records reflecting the first payment’s arrival, which was not due until the agreement was in place, in December. CAF did not sign the final sponsorship agreement until January 6, 2010.¹³⁷⁷ Moreover, the CAF Executive Committee did not formally approve the sponsorship arrangement until January 8, when, according to minutes from that meeting, President Hayatou

informed the members that in context of the campaign of the candidate countries to host the World Cups 2018 and 2022, the candidature Committee of Qatar 2022 has made an offer to sponsor the General Assembly of CAF for an amount of 1.8 Mo. USD. In return, the people in charge of the dossier of Qatar will have the exclusivity to address the General Assembly and present their candidature.

The Executive Committee approved this operation.¹³⁷⁸

The CAF Congress took place January 29 and 30, 2010 in Luanda, Angola. During the event, Hassan Al-Thawadi presented Qatar’s bid to the African delegates,¹³⁷⁹ a speech he and Qatar 2022 would later cite as a “turning point” when “people realized the small nation was a true contender.”¹³⁸⁰

The contract entitled Qatar 2022, upon request, to “a summary of costs of the Event” after the Congress.¹³⁸¹ No such accounting has been produced by any party or witness. Hassan Al-Thawadi did not recall if the bid committee ever asked for or received such an accounting.¹³⁸² While Mr. Fahmy estimated that the event cost \$1 million,¹³⁸³ CAF has not provided documents such as invoices and receipts establishing the cost of the event, despite a request from the Investigatory Chamber that it do so.¹³⁸⁴ Nor do records available to the Investigatory Chamber show how CAF spent money remaining from the \$1.8 million fee. While Mr. Fahmy stated

¹³⁷⁵ FWC00181444.

¹³⁷⁶ *See, e.g.*, FWC00128169, FWC00128171, FWC00133003; FWC00183444.

¹³⁷⁷ FWC00133388.

¹³⁷⁸ FWC00168280.

¹³⁷⁹ *See* FWC00151214-32.

¹³⁸⁰ FWC00184017; FWC00138579-80.

¹³⁸¹ FWC00168267.

¹³⁸² *See* FWC00183964.

¹³⁸³ *See* FWC001834451.

¹³⁸⁴ *See* FWC00186095-97 (May 20, 2014 Letter from the Chair to Hicham El Amrani).

that any excess funds were used for “football development,”¹³⁸⁵ no clause in the contract required CAF to use excess funds for any particular purpose.¹³⁸⁶ No specific project that benefited from those funds has been identified.

According to Hassan Al-Thawadi, Qatar 2022 did not discuss this agreement with FIFA prior to its execution, but reviewed the contract with its attorneys to make sure the agreement was in line with FIFA’s rules and regulations.¹³⁸⁷ Others—either from competing bid teams, the media, or both—asked FIFA in early January 2010 whether the exclusive sponsorship violated rules, and records indicate that FIFA, albeit without reviewing the contract, concluded that it did not.¹³⁸⁸ Mr. Al-Thawadi said there was consensus from FIFA that Qatar 2022 had not breached any regulations, but rather had been “smart” because it “found a loophole.”¹³⁸⁹ Members of competing bid teams echoed that sentiment.¹³⁹⁰

Indeed, no bidding rule or FCE provision prohibited sponsorship agreements like the one between Qatar 2022 and CAF, and as noted above, the confederations are technically independent from FIFA.¹³⁹¹ An arrangement involving payments to an Executive Committee member or an explicit agreement to grant the sponsoring bidder a vote would have obviously been improper. However, no evidence in the record suggests that occurred here.

The terms of the sponsorship nonetheless raise concerns. No evidence in the record accounts for how the \$1.8 million price was determined or how that fee was used. Despite the right to do so,¹³⁹² Qatar 2022 never requested any documentation supporting the CAF Congress-related expenses. It remains unclear how much the event cost, how much of the \$1.8 million CAF kept as a profit, and how that profit was allocated.

Such concerns are tempered by the fact that no evidence shows Mr. Hayatou requested that Qatar 2022 sponsor his confederation’s event, that the funds were transferred to a CAF account, and that there is no indication they were misappropriated.¹³⁹³ Nevertheless, Qatar 2022 provided CAF, a confederation led then as now by a voting member of the FIFA Executive Committee, a substantial benefit. That connection, when viewed in the context of the lack of transparency in the record, creates a negative impression and should be avoided in the future.

¹³⁸⁵ FWC00183443.

¹³⁸⁶ *See* FWC00168260-75.

¹³⁸⁷ *See* FWC00183967.

¹³⁸⁸ *See* FWC00184349-50.

¹³⁸⁹ FWC00183967; *see also* FWC00138580-81.

¹³⁹⁰ *See, e.g.*, FWC00184461; FWC00180944.

¹³⁹¹ *See* Part II(A)(1).

¹³⁹² *See* FWC00168267.

¹³⁹³ In contrast, FIFA Executive Committee member Jack Warner, who was later found to have commingled personal funds in a Caribbean Football Union (“CFU”) account, asked England’s bid to sponsor a dinner at the CFU Congress, a request England 2018 obliged. *See* Part V(D)(3).

F. Legends Dinner

On November 18, 2012, the Sunday Times published two articles regarding the African Legends Gala Dinner (“Legends Dinner”), an event held in Johannesburg on June 8, 2010, three days before the South Africa World Cup.¹³⁹⁴ The newspaper reported that documents in its possession showed that the Qatar bid team, through Deputy CEO Ali Al-Thawadi, offered \$1 million to Samson Adamu, son of then-Executive Committee member Amos Adamu, to arrange the Legends Dinner “months before his father was due to vote on which bidder should be allowed to hold the [World Cup].”¹³⁹⁵ The Sunday Times reported that Samson Adamu and Ali Al-Thawadi first met at the CAF Congress in Angola in January 2010, and that negotiations continued from that time forward.¹³⁹⁶ According to the report, the \$1 million offer for sponsorship rights to the Legends Dinner and an accompanying media workshop was a “vastly inflated sum” relative to the costs of the event.¹³⁹⁷ The Sunday Times quoted a “fixer” named Nadia Mihindou, who it said helped arrange the Legends Dinner, as saying, “Wow, what a number . . . honestly, if it was a \$1m event I would know it.”¹³⁹⁸ A statement issued by Qatar 2022 and quoted in the report stated that the Qataris did not finance or sponsor the event.¹³⁹⁹ The Sunday Times concluded, however, that the “funding of the . . . dinner remains shrouded in mystery,” with no publicly-linked sponsors even though, according to the report, invoices indicated that the event cost approximately \$220,000, “a sum apparently way beyond the means of Samson’s company.”¹⁴⁰⁰ The Sunday Times also quoted a statement from its 2010 undercover sting of Amos Adamu, in which Amos informed the undercover reporters that he had “already given [his] word to another bid.”¹⁴⁰¹ During his May 6, 2014 interview with the Investigatory Chamber, Amos confirmed that he was referring to a commitment to vote for Qatar, but did not believe that Qatar provided financial support to the Legends Dinner.¹⁴⁰² He also denied allegations that he received payments in relation to the Legends Dinner.¹⁴⁰³

The Sunday Times reported that Ali Al-Thawadi had “denied any knowledge of the arrangement” when he was approached the preceding week, but that “[w]hen presented with this newspaper’s evidence, Qatar admitted that the deal had been

¹³⁹⁴ FWC00157760; FWC00153524-27.

¹³⁹⁵ FWC00153524.

¹³⁹⁶ FWC00153525.

¹³⁹⁷ FWC00153525.

¹³⁹⁸ FWC00153526.

¹³⁹⁹ FWC00153523; FWC00153524.

¹⁴⁰⁰ FWC00153524.

¹⁴⁰¹ FWC00153527; FWC00171596.

¹⁴⁰² FWC00182916, FWC00182958-59.

¹⁴⁰³ FWC00182961-62.

negotiated but said it had later pulled out after taking Fifa's rules into consideration."¹⁴⁰⁴

Later on November 18, 2012, Qatar 2022 issued the following statement that, in relevant part, denied the allegations:

We refute absolutely the allegations published by The Sunday Times. The article is presented in a manner that suggests an 'offer' was made to a certain individual by the Qatar 2022 Bid Committee. The truth is that our Bid Committee, after careful consideration, opted not to sign any agreement with the individual concerned and had no part whatsoever in the 'African Legends Dinner' event, financially or otherwise. It is correct that such a project was the subject of discussions, that preliminary communications were exchanged and that a draft agreement came into existence. However, upon due consideration being given to all the circumstances of this particular case – and especially to the relevant FIFA rules relating to the obligations of bid committees – a decision was taken by the Qatar 2022 Bid Committee NOT to pursue any involvement in the 'African Legends Dinner.' No agreement was signed or otherwise concluded and absolutely no payments of any kind were made. No member of the Bid Committee attended the aforementioned dinner.¹⁴⁰⁵

The newspaper reported that it had passed the relevant documents to FIFA prior to publication. In fact, on November 16, 2012, the Chairman of the Investigatory Chamber received from FIFA the cache of emails collected by the Sunday Times regarding the Legends Dinner.¹⁴⁰⁶ The Investigatory Chamber did not receive any documents reflecting the newspaper's published report that Ali Al-Thawadi had initially denied knowledge of the Legends Dinner arrangement.

Separately, in early 2013, a confidential source gave the Investigatory Chamber an identical set of documents,¹⁴⁰⁷ along with additional material, including an "Affirmation and Sworn Statement" purportedly signed by Farayi Mungazi, a sports journalist who, according to the Affirmation, assisted Samson with certain aspects of the Dinner and whose name appeared on a number of the relevant emails concerning plans for the dinner.¹⁴⁰⁸ The Affirmation stated in relevant part that Mr. Mungazi "was personally present in a hotel room in South Africa when Amos Adamu received from [Ali] Al-Thawadi of Qatar 2022 a large

¹⁴⁰⁴ FWC00153524.

¹⁴⁰⁵ FWC00153523.

¹⁴⁰⁶ FWC00179220; *See* Part I(A)(2).

¹⁴⁰⁷ FWC00172879; FWC00156779-807.

¹⁴⁰⁸ FWC00168148-49. While the November 18, 2010 *Sunday Times* report did not mention Mr. Mungazi, it did include quotes attributed to "[a] prominent African journalist." FWC00153526.

cash payment,” and that “there is no question in my mind that the [Legends Dinner sponsorship agreement] was intended primarily as a vehicle by the Qatar 2022 Bid Committee to curry favor with Amos Adamu, as a member of the FIFA Executive Committee, to support the award of the 2022 World Cup to Qatar.”¹⁴⁰⁹ According to a statement prepared by the confidential source and submitted along with the other materials, Mr. Mungazi further stated that, following the cash payment, Dr. Adamu told him “he too could expect similar rewards ‘if he played his cards right.’”¹⁴¹⁰ The statement also noted, however, that Mr. Mungazi “has since recanted” the signed Affirmation.¹⁴¹¹

Based on its review of the material obtained from the Sunday Times and the confidential source, the Investigatory Chamber requested and obtained documents from Samson Adamu and the Qatar bid team. Samson and Amos Adamu, Mr. Mungazi, and Qatar bid officials were interviewed about these events. The sections below will analyze the evidence developed with respect to the Legends Dinner allegations.

1. Sponsorship Negotiations

During his March 20, 2014 interview with the Investigatory Chamber, Samson Adamu said that he and Mr. Mungazi conceived the idea for the Legends Dinner in late January 2010, when he was working as an assistant general coordinator for CAF in Angola.¹⁴¹² This was the first major marketing project that Samson had been involved with, having only just graduated from the FIFA Masters program in 2009;¹⁴¹³ before that, he had been working as a service provider for international sports rights marketing agency Sportfive, assisting with marketing and television rights.¹⁴¹⁴ An email Samson sent to his attorney in March 2010 confirms his inexperience, as he admitted that the Legends Dinner was his “first major project after finishing my studies and it’s quite a big one so I’m not as organized in terms of the set up.”¹⁴¹⁵

Samson Adamu said that he and Mr. Mungazi also developed the project with Laila Garga, a former colleague from his time at Sportfive.¹⁴¹⁶ According to Mr. Adamu, it was Ms. Garga who suggested asking the Qatar bid team, which was sponsoring the January 2010 CAF Congress, to sponsor the Legends Dinner.¹⁴¹⁷

¹⁴⁰⁹ FWC00168149.

¹⁴¹⁰ FWC0017287.

¹⁴¹¹ FWC0017286.

¹⁴¹² FWC00185898-900. Mr. Mungazi told the Investigatory Chamber the event was Samson’s idea. *See* FWC00183657.

¹⁴¹³ FWC00184946.

¹⁴¹⁴ FWC00184946.

¹⁴¹⁵ FWC00157250.

¹⁴¹⁶ FWC00185900.

¹⁴¹⁷ FWC00185901.

Samson Adamu and Qatar bid officials told the Investigatory Chamber that Samson had approached several members of the Qatar bid team, including Ali Al-Thawadi, in a hotel lobby during the Congress, introduced himself, and asked to speak to them about a Legends Dinner.¹⁴¹⁸ Asked whether the Qataris were aware of his relationship with Amos Adamu at this time, Samson Adamu told the Investigatory Chamber that while “I would imagine maybe they gave me the audience thinking that...I never introduced myself as the son of Dr. Adamu.”¹⁴¹⁹ Ali Al-Thawadi, however, told the Investigatory Chamber that he did not know at the time of the introduction that Samson was the son of Amos Adamu, but found out “after that.”¹⁴²⁰

In Angola, Samson Adamu explained the concept of the Dinner to the Qatari bid team, and estimated that it would cost approximately \$1 million.¹⁴²¹ The bid team also asked him about his prior involvement in football, to which he replied that he had “just finished from Lubango as an assistant general coordinator.”¹⁴²² The bid officials said they would “review everything” and get back to him.¹⁴²³ According to Mr. Adamu, there was no discussion during this initial meeting in Angola about how the bid team would pay him or about what company would organize the event.¹⁴²⁴ However, Samson Adamu said that when he left the meeting, he believed the Qatar bid team would be the Legends Dinner’s sole sponsor.¹⁴²⁵

On February 3, 2010, Ali Al-Thawadi emailed Samson Adamu, writing that it “was a great pleasure meeting you in Angola” and requesting the name and address of his company “in order . . . to get the contract and scope of work prepared between the two parties.”¹⁴²⁶ This appears to be the first contact between Qatar 2022 and Mr. Adamu after the CAF Congress in late January. Mr. Adamu forwarded that message to his attorney, which initiated a discussion about the name of the company.¹⁴²⁷ Samson Adamu and his team ultimately decided on “Kinetic Sports Association,”¹⁴²⁸ although it appears that the company was never actually formed.¹⁴²⁹ The negotiations proceeded from that point; Samson’s attorney

¹⁴¹⁸ FWC00185901-02; FWC00183754.

¹⁴¹⁹ FWC00185902.

¹⁴²⁰ FWC00183756.

¹⁴²¹ FWC00185903-04; FWC00183754-55.

¹⁴²² FWC00185903.

¹⁴²³ FWC00185904-05.

¹⁴²⁴ FWC00185905.

¹⁴²⁵ FWC00185905.

¹⁴²⁶ FWC00167958.

¹⁴²⁷ FWC00167959-62.

¹⁴²⁸ FWC00167959; FWC00167963-71.

¹⁴²⁹ FWC00185897-98.

contacted Qatar 2022, and in response the bid team offered to draft an agreement regarding the Legends Dinner.¹⁴³⁰

Ali Al-Thawadi led the ensuing negotiations on behalf of the bid team.¹⁴³¹ Documents show that in early February, Ali Al-Thawadi and Samson Adamu sent information about the Legends Dinner to the bid's legal team for use in preparing a contract.¹⁴³² Mr. Al-Thawadi told the Investigatory Chamber that he also "requested from the bid team just to check is this FIFA acceptable or not. Is it by the book or it's against the book."¹⁴³³

Meanwhile, Samson Adamu, Mr. Mungazi, and Ms. Garga continued to plan for the event, discussing tentative guest lists, the creation of advertising booklets, and the possibility of placing the event on the official FIFA calendar.¹⁴³⁴ The group also retained Champion Tours, a South African sports tour company, to help organize the event.¹⁴³⁵

Throughout February, Samson Adamu and Ali Al-Thawadi communicated by email and phone.¹⁴³⁶ They also attempted to schedule a meeting in London to sign the contract.¹⁴³⁷ Although the documents do not confirm that the meeting took place, during his interview with the Investigatory Chamber, Ali Al-Thawadi stated that, in the midst of negotiations, he did in fact meet with Samson in London for dinner. He explained that the dinner was "not a meeting that was planned," that he and Samson were each in London for separate reasons, and that no one else from the bid team was present.¹⁴³⁸ He stated that the contract for the Legends Dinner was not discussed at this meeting, and that at the time, he was still waiting for legal clearance to proceed with the sponsorship.¹⁴³⁹ Samson Adamu did not mention having an informal meeting with Ali during his own interview.

On February 10, Ali Al-Thawadi sent Mr. Adamu a draft contract, requesting his feedback.¹⁴⁴⁰ The proposal required payment of a \$1 million "sponsorship fee" to Kinetic Sports Association in exchange for the grant to the Qatar bid team of exclusive sponsorship and promotional rights in connection with the Dinner.¹⁴⁴¹

¹⁴³⁰ FWC00167972-75, at FWC00167974-75; FWC00167976.

¹⁴³¹ FWC00183970; FWC00138591 ("Ali Al-Thawadi became Samson Adamu's key contact at the Bid Committee to discuss the African Legends Dinner.").

¹⁴³² FWC00183755; FWC00167976-77.

¹⁴³³ FWC00183755.

¹⁴³⁴ FWC00167978-81.

¹⁴³⁵ FWC00167938; FWC00184925.

¹⁴³⁶ FWC00167988-89; FWC00179235-37.

¹⁴³⁷ FWC00167985; FWC00167988-89.

¹⁴³⁸ FWC00183760-62.

¹⁴³⁹ FWC00183761-62.

¹⁴⁴⁰ FWC00167991.

¹⁴⁴¹ FWC00167999-00.

Sheikh Mohammed and Hassan Al-Thawadi were listed as the proposed signatories on behalf of Qatar 2022.¹⁴⁴²

In the days that followed, the parties continued to assess and discuss the potential costs of organizing the Legends Dinner. On February 11, a representative from Champion Tours sent Mr. Adamu and Mr. Mungazi a “tentative costing for the dinner and workshop.”¹⁴⁴³ The cost analysis shows a cost of 1,085,904.75 South African Rand (approximately \$141,307 based on February 2010 conversation rates) for “Total Media Group,” R4,427,504.55 (approximately \$576,144) for “Total Project Cost (Business),” and R3,613,206.45 (approximately \$470,180) for “Total Project Cost (Economy).”¹⁴⁴⁴ On February 13, Mr. Adamu appears to have sent Mr. Al-Thawadi an email attaching an Excel sheet containing “the total costing of the World Cup project.”¹⁴⁴⁵ However, this transmittal email—although without the attachment—was provided to the Investigatory Chamber only by the Sunday Times and the confidential source. It was not included in the material produced by Samson Adamu or the Qatar bid team. Qatar 2022 represented that all responsive emails still available on Ali Al-Thawadi’s personal email account—to which this communication had been sent—had been produced.

Evidence received by the Investigatory Chamber indicates that Samson Adamu’s father, Amos Adamu, was involved in securing CAF’s support for the Legends Dinner. Emails from Samson Adamu to Ms. Garga and Mr. Mungazi in February 2010 reported that Amos Adamu had agreed to promote the Legends Dinner to the CAF Executive Committee at its meeting in Lubumbashi on February 20, 2010, and to “speak with the FIFA excos personally once we have advanced.”¹⁴⁴⁶

Other emails among Samson Adamu, Ms. Garga, and Mr. Mungazi from February 2010 indicate that before the CAF Executive Committee meeting, they sent Amos Adamu copies of a PowerPoint presentation for distribution to other CAF Executive Committee members before the February 20 meeting.¹⁴⁴⁷ Every page of the presentation, which was titled “Under the Patronage of CAF Qatar 2022 Proudly Presents the 1st African Legends Gala Dinner,”¹⁴⁴⁸ displayed the Qatar bid team’s logo.¹⁴⁴⁹

¹⁴⁴² FWC00168009.

¹⁴⁴³ FWC00168010.

¹⁴⁴⁴ FWC00168012, FWC00168013.

¹⁴⁴⁵ FWC00179236 (email from Samson Adamu to Mr. Al-Thawadi stating, “Please find attached the total costing of the World Cup project in excel(2007 & 2003).”

¹⁴⁴⁶ FWC00167938.

¹⁴⁴⁷ FWC00168014; FWC00168016-41; FWC00168042.

¹⁴⁴⁸ *See* FWC00168028.

¹⁴⁴⁹ *See* FWC00168016-41.

Moreover, official minutes from the CAF Executive Committee meeting confirm that Amos Adamu discussed the Legends Dinner with his colleagues, including FIFA Executive Members Issa Hayatou and Jacques Anouma:¹⁴⁵⁰

Dr. Amos Adamu proposed to publish a magazine recalling the history of African football that will be distributed during the World Cup in South Africa. He also suggested organising a gala dinner to which the legends of African football would be invited. The first suggestion was approved whereas some reservations were expressed about holding the gala dinner that could be complicated. Dr. Amos Adamu was charged to provide to CAF all the outlines of these two projects by March the 20th at the latest.¹⁴⁵¹

Available evidence indicates that these “reservations” may have been related in part to Qatar’s sponsorship. In an email to his attorney following the CAF Congress, Samson noted that CAF “do not want to take it as an initiative from CAF or to say CAF is hosting such tournament because of certain critical issues *like our sponsors being a bidding nation*.”¹⁴⁵²

A document submitted to the Investigatory Chamber by the Sunday Times—but not by Samson Adamu or the Qatar bid team—indicates that Samson Adamu informed Ali Al-Thawadi by email on February 22 that “the initiative received overwhelming backing from CAF at their meeting.”¹⁴⁵³ The message also stated that “[w]hilst CAF per se are not organising the event, they have informed us of their total support and willingness to grace the occasion.”¹⁴⁵⁴

When asked by the Investigatory Chamber about his father’s involvement in the Legends Dinner, Samson Adamu stated that he had explained to Amos Adamu the concept of the dinner and Qatar’s potential sponsorship and had asked him to promote the dinner to CAF, and that Amos Adamu agreed to support the program.¹⁴⁵⁵ Samson Adamu recalled that his father did not express any concerns about the Qatar 2022 sponsorship because “as they’re sponsoring the CAF congress, as far as everything, they are okay with it, as far as everything is . . . open and legitimate, and there’s no problem.”¹⁴⁵⁶ Samson Adamu stated that he did not speak to any other Executive Committee members about the dinner.¹⁴⁵⁷

The Investigatory Chamber also questioned Amos Adamu about his involvement with this event. Amos Adamu stated that he knew about the dinner

¹⁴⁵⁰ FWC00172830.

¹⁴⁵¹ FWC00172845.

¹⁴⁵² FWC00168047.

¹⁴⁵³ FWC00179235.

¹⁴⁵⁴ FWC00179235.

¹⁴⁵⁵ FWC00185906-07, FWC00185942.

¹⁴⁵⁶ FWC00185907.

¹⁴⁵⁷ FWC00185907-08.

“from [the] beginning,” and that his son had come to him to discuss the idea “maybe before January.”¹⁴⁵⁸ He agreed to present the idea to the CAF Executive Committee, and he confirmed that he in fact did so.¹⁴⁵⁹

However, although Amos Adamu informed that Investigatory Chamber that he first heard about Qatar 2022’s potential sponsorship “sometime after the Congress in . . . Angola” in January 2010, he stated that he did not know about his son’s sponsorship negotiations with Qatar 2022 when he brought the proposal to the CAF Executive Committee in February 2010.¹⁴⁶⁰ When shown the draft presentation that was intended by Samson Adamu for distribution by Amos Adamu to other CAF Executive Committee members¹⁴⁶¹—which clearly displays Qatar’s branding logo on every page—Amos Adamu stated that he did not recall seeing this presentation, and speculated that he may not have been in the room when it was made.¹⁴⁶²

These statements are contradicted, however, by emails among Samson Adamu, Mr. Mungazi, and Ms. Garga indicating that Amos Adamu possessed the presentation. Specifically, a February 15, 2010 email sent by Samson Adamu to Mr. Mungazi and Ms. Garga in which he notes that he would need to “print, bind and package [the presentation] both in English n French *for doc* to distribute to the exco members.”¹⁴⁶³ Moreover, Samson Adamu’s email to his attorney stating that CAF expressed concerns about “certain critical issues *like our sponsors being a bidding nation*”¹⁴⁶⁴ indicated that CAF Executive Committee members discussed Qatar’s sponsorship. By contrast, Amos Adamu told the Investigatory Chamber that CAF’s response was “[p]ositive with some comments,” namely, comments expressing concern about players demanding money for their attendance.¹⁴⁶⁵

¹⁴⁵⁸ FWC00182947.

¹⁴⁵⁹ FWC00182947-48. Note that Amos Adamu recalled presenting it to CAF in Cairo.

FWC00182947-48. However, this contradicts the minutes of the CAF Executive Committee meeting held in Lubumbashi on February 20, 2010, as well as the email correspondence among Samson Adamu, Mr. Mungazi, and Ms. Garga regarding Amos Adamu’s presentation to CAF on February 20.

¹⁴⁶⁰ FWC00182948-49.

¹⁴⁶¹ FWC00168014; FWC0016016-41.

¹⁴⁶² FWC00182954-55 (emphasis added). Notably both Samson and Amos Adamu stated that Mr.

Mungazi presented on the Legends Dinner to the CAF Executive Committee. FWC00185906;

FWC00182952. Contrary to these statements, however, Mr. Mungazi stated that although he was in Lubumbashi to cover the CAF meeting, he never met with any members of CAF or presented to the CAF Executive Committee on the Dinner. FWC00183667-68. CAF’s meeting minutes do not contain any reference to Mr. Mungazi. *See* FWC00172812-47.

¹⁴⁶³ FWC00168042 (emphasis added).

¹⁴⁶⁴ FWC00168047.

¹⁴⁶⁵ FWC00182952-53.

2. *Qatar 2022's Withdrawal*

On February 22, 2010, Samson Adamu and Ali Al-Thawadi discussed plans to meet in London during the first week of March.¹⁴⁶⁶ Mr. Adamu reminded Mr. Al-Thawadi on March 1 that he was available to meet in London on March 4, noting that he was “not sure if my previous emails were delivered” because “I haven’t heard anything from you in a long time.”¹⁴⁶⁷ Other communications indicate that Mr. Al-Thawadi agreed to meet at the Intercontinental Hotel in London on March 4.¹⁴⁶⁸

Mr. Adamu told his attorney on March 2 that he would be “leaving for London tomorrow to meet” at the hotel on that date “at about 12noon or 13:00hrs.”¹⁴⁶⁹ Mr. Adamu attached a draft of the sponsorship agreement to the message and asked his lawyer to “give your feedback” regarding a particular provision and to “send the contract to the Qataris.”¹⁴⁷⁰ The draft agreement revised the initial \$1 million “Sponsorship Fee” listed in a previous draft upwards to \$1.275 million.¹⁴⁷¹ When asked by the Investigatory Chamber why the sponsorship fee had increased by \$275,000, Mr. Adamu did not recall making those edits, but stated that \$1.275 million was likely a starting point for negotiations, and that he had not actually thought that the Qatar bid team would pay that amount.¹⁴⁷² He also recalled that he had hoped to make a profit of 30-35% from the Dinner, to be shared with Mr. Mungazi and Ms. Garga.¹⁴⁷³ Mr. Mungazi, in turn, stated that it was never intended for him to share in the profit, as the “only thing [he] was involved with was the book,” for which he was to receive approximately \$40,000.¹⁴⁷⁴

The record before the Investigatory Chamber does not include any email communications concerning the Legends Dinner from March 2, 2010 until March 11, when the attorney emailed Samson Adamu to say “I hope you had a good and safe trip to London. Of course, I would like to know the progress you made with the partners from Qatar.”¹⁴⁷⁵ Mr. Adamu responded later that day:

I only got back to [L]agos about two days ago cuz a lot has changed with regards to the project which is why I have not gotten back to you and I’m so sorry for that.

¹⁴⁶⁶ FWC00179235; FWC00168047.

¹⁴⁶⁷ FWC00168082.

¹⁴⁶⁸ FWC00168086.

¹⁴⁶⁹ FWC00168086.

¹⁴⁷⁰ FWC00168086; *see* FWC00168087-102.

¹⁴⁷¹ FWC00168093.

¹⁴⁷² FWC00185916-17.

¹⁴⁷³ FWC00185917-18.

¹⁴⁷⁴ FWC00183659; FWC00183670-71.

¹⁴⁷⁵ FWC00168114.

*The Qatar guys pulled out of the project for one major reason I have to explain to you later on phone or in person. So I've been running around h[e]lter s[k]elter to put things back in place since we have already made financial commitments thus far. However things are starting to look good again.*¹⁴⁷⁶

Samson Adamu confirmed to the Investigatory Chamber that he met with the Qatar bid team—including Ali Al-Thawadi—in London around early March.¹⁴⁷⁷ He said that at this meeting, the Qataris told him that they had discussed the project with their lawyers and that “it looked like it would be very difficult for them to proceed with sponsoring the event.”¹⁴⁷⁸ He also said the Qataris told him they wouldn’t be able to continue “based on the discussion they had with, you know, with FIFA.”¹⁴⁷⁹ Based on their “tone,” Mr. Adamu said, he surmised that the Qataris had determined that there might be a conflict due to his being the son of Amos Adamu, but nonetheless called it “a bit strange” that their view had changed.¹⁴⁸⁰ He explained that his being the son of an Executive Committee member was the “one major reason” for the Qatar withdrawal that he was referring to in his March 11 email to his attorney.¹⁴⁸¹ Samson stated that he also told his father about his suspicions regarding why the Qataris had pulled out, and that Amos Adamu told him “it’s a shame” and “something like didn’t they know this before,” but encouraged his son to proceed with the project.¹⁴⁸² Amos also recalled this conversation, stating that his son told him that Qatar had pulled out because “it’s against the FIFA rules and regulations,” although he did not know why they had taken so long to come to this realization.¹⁴⁸³

In his interview with the Investigatory Chamber, Ali Al-Thawadi said that after he sent the draft contract to Samson Adamu—which was back on February 10, nearly one month before Qatar 2022 withdrew—he “received the feedback from . . . the league” and informed Samson that they could not proceed with the Dinner “because it’s . . . against FIFA regulations.”¹⁴⁸⁴ Contrary to Samson Adamu’s testimony that this discussion took place in person in London, Ali Al-Thawadi stated that he conveyed this decision to Samson over the phone.¹⁴⁸⁵ He recalled Samson being “very angry.”¹⁴⁸⁶ Qatar 2022 addressed the issue in a written submission to the Investigatory Chamber that “after consultation with its legal

¹⁴⁷⁶ FWC00168113 (emphasis added).

¹⁴⁷⁷ FWC00185913.

¹⁴⁷⁸ FWC00185918.

¹⁴⁷⁹ FWC00185918.

¹⁴⁸⁰ FWC00185919.

¹⁴⁸¹ FWC00185919.

¹⁴⁸² FWC00185942-43.

¹⁴⁸³ FWC00184960.

¹⁴⁸⁴ FWC00183756.

¹⁴⁸⁵ FWC00183755-56.

¹⁴⁸⁶ FWC00183756.

counsel, the Bid Committee determined not to proceed with sponsoring the Legends Dinner.”¹⁴⁸⁷

Both Samson Adamu and Ali Al-Thawadi informed the Investigatory Chamber that this was the last contact between them.¹⁴⁸⁸ Samson Adamu stated that he has not had other business dealings or spoken with Qatar 2022 since it withdrew from the project.¹⁴⁸⁹

It appears that while Samson Adamu and his team continued to plan the Legends Dinner, they did so with an eye toward cutting costs wherever possible.¹⁴⁹⁰ The team discussed ways to reduce the cost of the Dinner, since they were “now counting each penny spent.”¹⁴⁹¹ This included reaching out to travel agencies about covering travel costs for the legends and discussing the possibility of hiring an MC to host the event for free.¹⁴⁹² Samson Adamu also began speaking with potential local sponsors, including FNB, Standard Bank, and Coca Cola Nigeria.¹⁴⁹³ In May, Samson Adamu secured several new sponsors, including Lexus.¹⁴⁹⁴

On April 20, Ms. Garga sent a revised budget to Mr. Adamu and Mr. Mungazi, noting that their “aim” was to determine “where we can cut costs,” “what are our priority payments,” and “which payments can [b]e deferred or partially covered because we are already out of cash.”¹⁴⁹⁵ The estimate showed a total cost for the event of \$244,712.00, although costs for several line items, including “Venue + dinner (incl Entertainment),” “Local transport,” and “Cicilia’s Fees,” were left blank.¹⁴⁹⁶ Samson Adamu agreed that the total cost of the Legends Dinner came to “about that amount,”¹⁴⁹⁷ and he said he and his team were responsible for funding about 90 percent of those costs.¹⁴⁹⁸

In response to a request from the Investigatory Chamber, Samson Adamu produced bank statements for an account held by Kinetic Sports Management at Zenith Bank in Nigeria that reflect transfers of approximately \$221,278.00 from Kinetic to various vendors, including transfers of R673,742.00 (approximately \$91,000) to Champion Tours for venue rental and set up costs for the Legends Dinner,¹⁴⁹⁹ R164,965 (approximately \$22,000) to FBN Conference and Learning

¹⁴⁸⁷ FWC00138592. *See also* FWC00183966-67; FWC00183971.

¹⁴⁸⁸ FWC00185939; FWC00184956.

¹⁴⁸⁹ FWC00185939-40.

¹⁴⁹⁰ FWC00168113; FWC00168119; FWC00168120-21; FWC00168122-24.

¹⁴⁹¹ FWC00168130.

¹⁴⁹² FWC00168126; FWC00168129-30; FWC00168131-32.

¹⁴⁹³ FWC00168134.

¹⁴⁹⁴ FWC00168139-40; FWC0016141-43.

¹⁴⁹⁵ FWC00168136.

¹⁴⁹⁶ FWC00168137.

¹⁴⁹⁷ FWC00185925. Note that this total does not account for the missing line items.

¹⁴⁹⁸ FWC00185920-23; FWC00185925.

¹⁴⁹⁹ FWC00166788-90.

Centre in Sandton, South Africa, for hotel accommodations,¹⁵⁰⁰ and approximately \$76,000 to Mr. Mungazi for production of the World Cup 2010 magazine.¹⁵⁰¹

The Legends Dinner took place on June 8, 2010, in Johannesburg.¹⁵⁰² Approximately 100 guests attended, including Messrs. Anouma and Hayatou.¹⁵⁰³

Samson Adamu told the Investigatory Chamber that the event was ultimately scaled down “on a major level,” by reducing the number of Legends invitees and selling tables at the dinner.¹⁵⁰⁴ The media workshop was also canceled.¹⁵⁰⁵ Amos Adamu similarly recalled that his son “was not able to raise enough money to do . . . most of the things he wanted to do” and therefore “removed so many things really that he said he wanted to do.”¹⁵⁰⁶

Samson Adamu told the Investigatory Chamber that the sale of one or two tables produced about \$8,000 in revenue,¹⁵⁰⁷ and he and his father both said that Amos Adamu provided some funds.¹⁵⁰⁸ Samson Adamu explained that some parties who funded the Legends Dinner had provided payments in cash, presumably for which there was no record.¹⁵⁰⁹ Mr. Mungazi stated that Samson Adamu told him that funding came from a “French company,” although Samson Adamu apparently did not provide that company’s name to Mr. Mungazi.¹⁵¹⁰

Both Samson Adamu and members of Qatar 2022 stated that the Qatar bid team did not pay for any expenses associated with the Dinner.¹⁵¹¹ Samson Adamu said he lost money on the dinner and still owes money to the travel agency he retained.¹⁵¹² Consistent with that statement, Mr. Mungazi informed the Investigatory Chamber that while Samson Adamu owed him \$40,000 for the production of a booklet about the Legends to accompany the event, he was paid only \$10,000.¹⁵¹³

¹⁵⁰⁰ FWC00166785-87; FWC00166779-81.

¹⁵⁰¹ FWC00185920; FWC00179784.

¹⁵⁰² FWC00185930-32.

¹⁵⁰³ FWC00185920-21.

¹⁵⁰⁴ FWC00185915.

¹⁵⁰⁵ FWC00184932.

¹⁵⁰⁶ FWC00182957.

¹⁵⁰⁷ FWC00185922.

¹⁵⁰⁸ FWC00185922; FWC00182958.

¹⁵⁰⁹ FWC00185926.

¹⁵¹⁰ FWC00183661.

¹⁵¹¹ FWC00185926; FWC00183758-59; FWC00183971.

¹⁵¹² FWC00185943.

¹⁵¹³ FWC00183656; FWC00183659; FWC00183670-71. Bank records provided by Samson Adamu indicate a total payment to Mr. Mungazi of approximately \$76,000, with roughly \$66,000 paid in April 2010 and \$10,000 paid after the Legends Dinner, in August 2010. *See* FWC001616767-69; FWC00166782-84. Mr. Mungazi characterized his relationship with Samson Adamu as purely contractual, stating that he had only spoken with Samson once prior to January 2010 and that his

Mr. Mungazi also said that far from having “recanted” a signed Affirmation, as a confidential source represented to the Investigatory Chamber, he never signed the Affirmation in the first place. The document, he said, was falsified by two men posing as investigators working for a major U.S. television network,¹⁵¹⁴ and the signature over his name was not his own.¹⁵¹⁵ He stated that these individuals approached him about conducting an investigation into possible payments from Qatar to Amos Adamu.¹⁵¹⁶ According to Mr. Mungazi, the “investigators” told him that they had drafted the Affirmation in his name because “it was the only way they are to guarantee money from the client, who was about to pull out because they had been waiting on this for more than two years.”¹⁵¹⁷ Mr. Mungazi stated that he told them he was unwilling to assist their project.¹⁵¹⁸ Given certain concerns about the confidential source who provided the Affirmation, as well as Mr. Mungazi’s demeanor during the interview, the Investigatory Chamber finds Mr. Mungazi’s account of these events credible.

3. Conclusion

No evidence in the record indicates that the Qatar bid team or anyone associated with it made any payments to Mr. Adamu or related parties or entities, or any other payments in relation to the Legends Dinner. The record establishes, however, that Qatar 2022 negotiated with the son of an Executive Committee member who had only just graduated from the FIFA Masters Program¹⁵¹⁹ and had little or no experience engaging in this type of project, particularly one contemplating a payment in excess of \$1 million.¹⁵²⁰ Attempts to analogize this to sponsorship of the CAF Congress ignore the issue of significant financial and other benefits going directly to the son of a FIFA Executive Committee member.

While Qatar 2022’s withdrawal from the projected mitigated its behavior, entering into negotiations with Samson Adamu—negotiations that progressed for more than a month, to the point that at least one draft contract was exchanged—created the appearance of misconduct, and indeed led to media reports that Qatar 2022 improperly provided a benefit to the son of an Executive Committee member.¹⁵²¹

involvement with the Legends Dinner was limited to producing the booklet. *See* FWC00183658-59; FWC00183670-71.

¹⁵¹⁴ FWC00183678-89.

¹⁵¹⁵ FWC00183680; FWC00183681; FWC00183690.

¹⁵¹⁶ FWC00183682-83.

¹⁵¹⁷ FWC00183688.

¹⁵¹⁸ FWC00183679-80.

¹⁵¹⁹ *See* FWC00185928-29.

¹⁵²⁰ FWC00185929 (confirming that this was his first “major project”); FWC00157250 (“[T]his is my first project after finishing my studies and it’s quite a big one so I’m not as organized in terms of the set up”).

¹⁵²¹ FWC00182947-48. *See* Part XIV(C).

Amos Adamu has admitted to promoting the Legends Dinner to CAF.¹⁵²² Despite his statements to the contrary, the Investigatory Chamber has seen evidence indicating that Amos was aware of the contemplated sponsorship by Qatar 2022 at the time of this presentation. This is a *prima facie* violation of the FCE, given that he was aware that his son would benefit from this business arrangement with a 2022 World Cup bidding nation.

Moreover, Amos Adamu appeared evasive in answering questions during his interview with the Investigatory Chamber, particularly when it came to identifying who he was referring to when he told the undercover journalists that he had “already given his word” to another bid, although later stating he had intended to vote for Qatar.¹⁵²³

Amos Adamu’s reluctance to identify Qatar as his intended vote, combined with his activities in promoting the Legends Dinner—an event sponsored by the Qatar bid team that would provide a direct financial benefit to his son—adds to the appearance of impropriety here. While the undercover tape was made months after the Qatar bid team withdrew from any sponsorship, his failure to be forthcoming in clarifying the facts of the case in this inquiry is disturbing, especially in light of the fact that Mr. Adamu has already been banned for a substantial period of time for violating the ethical rules with respect to this bidding process.

Accordingly, we find that there is a *prima facie* case that Mr. Adamu violated the relevant ethics provisions governing conflict of interest and general conduct related to his actions with respect to the planning of the Legends Dinner. *See* Part XIV(A)(3)(a).

G. Payments from Mohamed Bin Hammam

Qatar 2022 has characterized its relationship with Mohamed Bin Hammam of Qatar, who was a FIFA Vice President during the bidding process, as follows:

Mohamed Bin Hammam did not in 2009 through 2010, and does not today, hold any formal or informal position with the QFA, the [Supreme Committee for Delivery and Legacy], or the Bid Committee and his actions are not attributable to the Qatar bid. In 2010, Mr. Bin Hammam was the President of the Asian Football Confederation (“AFC”) and one of its representatives to the FIFA ExCo. Also, though it was unknown to the Bid Committee at the time, Mr. Bin Hammam was laying the groundwork for his own campaign for FIFA President in 2011.

¹⁵²² FWC00182947-48.

¹⁵²³ Adamu Tr. 12-17.

While the Bid Committee did participate in some of the same football-related events as Mr. Bin Hammam in 2009 and 2010, his interactions with the Bid Committee were limited. In contrast to other bidding nations, which had ExCo Members serve as the Chair of their respective bid committees, Mr. Bin Hammam did not consistently support Qatar's quest to host the FIFA World Cup. At the outset of the process, he argued against the nation submitting a bid, perhaps because it conflicted with his own FIFA presidential ambitions. It was only in 2010 that Mr. Bin Hammam appeared to support the submission of a bid, but even then he did not advise or work closely with the Bid Committee. Indeed, until the end, some members of the Bid Committee were not certain that Mr. Bin Hammam planned to vote for the Qatar bid on December 2, 2010.¹⁵²⁴

That statement is consistent with evidence before the Investigatory Chamber. While Mr. Bin Hammam actively supported the Qatar bid as the December 2, 2010 World Cup vote neared, the relationship between him and the bid team appears to be somewhat distant relative to the relationships of other Executive Committee members from bid nations, including Executive Committee members who, like Mr. Bin Hammam, did not have a formal role with any bid.

The Ethics Committee conducted proceedings against Mr. Bin Hammam in 2011 and 2012. Mr. Bin Hammam was interviewed and provided written statements and documents during those and related matters.¹⁵²⁵ In a final report submitted with the supporting evidence to the Adjudicatory Chamber and to Mr. Bin Hammam on December 3, 2012 (the "December 2012 Bin Hammam Report"), the Investigatory Chamber concluded that "Mr. Bin Hammam has engaged in a pattern of misconduct" in violation of the FCE.¹⁵²⁶ Based on that report, the Adjudicatory Chamber banned Mr. Bin Hammam from football-related activity for life. Mr. Bin Hammam, who had appealed a previous lifetime ban from the Ethics Committee in 2011 to CAS and secured a reversal, did not appeal the December 2012 ban.

The December 2012 Bin Hammam Report and the documents it relied on to reach its findings are included in the record here.¹⁵²⁷ As noted previously, Mr. Bin Hammam's attorney of record in the prior proceedings did not respond to the

¹⁵²⁴ FWC00138533-34.

¹⁵²⁵ *See, e.g.*, FWC00177365-552; FWC00177575-628.

¹⁵²⁶ FWC00174132.

¹⁵²⁷ *See* FWC00174066-138 (December 2012 Bin Hammam Report); FWC00174139-9163 (Appendix to December 2012 Bin Hammam Report).

Investigatory Chamber's request to speak with Mr. Bin Hammam in connection with the present inquiry.¹⁵²⁸

1. Payments to CAF Officials

A news report published in June 2014 alleged that Mr. Bin Hammam made a number of "secret payments that helped Qatar to win the World Cup bid."¹⁵²⁹ Among other improper behavior, the report alleged, Mr. Bin Hammam repeatedly conferred payments and other benefits to association presidents and other officials from CAF.¹⁵³⁰

The December 2012 Bin Hammam Report addressed these payments in depth and concluded that they were improper.¹⁵³¹ It discussed, for example, events Mr. Bin Hammam hosted for African football officials in Kuala Lumpur in June and October 2008 in which attendees "had their travel, hotel, transportation, and meal expenses paid for, and also received cash 'allowances' of \$3,000 to \$5,000 apiece,"¹⁵³² as well as a series of payments and other benefits Mr. Bin Hammam conferred to CAF football associations and officials from June 2009 to May 2011.

The record before the Investigatory Chamber does not, however, support the conclusion that the purpose of these payments was to "help[] Qatar to win the World Cup bid." Records do show that bid officials paid certain expenses, such as ground transportation costs, incurred by CAF officials who visited Doha at Mr. Bin Hammam's invitation in December 2009.¹⁵³³ Qatar 2022 CEO Hassan Al-Thawadi told the Investigatory Chamber the bid team paid those costs because it toured the delegates around Qatar as part of the "process to promote the country."¹⁵³⁴ No evidence in the record indicates that Qatar 2022 conferred cash or other improper benefits to CAF officials in December 2009 or at any other time, or that the bid team was involved in any way with payments the CAF officials received from Mr. Bin Hammam.

Rather, the evidence before the Investigatory Chamber strongly suggests that Mr. Bin Hammam paid CAF officials to influence their votes in the June 2011 election for FIFA President. Only FIFA Executive Committee members participated in the December 2, 2010 World Cup vote, leaving the various CAF association officials who received benefits from Mr. Bin Hammam essentially without means to influence the bidding process in Qatar's favor. In contrast, every member association had a vote in the presidential election. Mr. Bin Hammam was

¹⁵²⁸ See Part IV(B).

¹⁵²⁹ FWC00185066.

¹⁵³⁰ See FWC00185067.

¹⁵³¹ See, e.g., FWC00174093-108 (describing payments and other benefits provided to CAF officials and citing voluminous documentary evidence).

¹⁵³² FWC00174093.

¹⁵³³ See, e.g., FWC00128172-74; FWC00128175-76; FWC00166519.

¹⁵³⁴ FWC00183949.

a candidate in that election until late May 2011, when the FIFA Ethics Committee suspended him amid allegations he made cash payments to presidential voting delegates from other associations weeks earlier. Evidence discussed in the December 2012 Bin Hammam Report demonstrates that Mr. Bin Hammam continued to make improper payments to CAF officials after the December 2, 2010 World Cup vote, through the months leading up to the June 2011 election. For example, the December 2012 Bin Hammam report described Mr. Bin Hammam's payments to a Gambian football official, Seedy Kinteh, of \$10,000 in February 2010, \$50,000 in March 2011, and \$9,396 in April 2011; his payments to a Zambian football official, Kalusha Bwalya, of \$50,000 in December 2009 and \$30,000 in April 2011; and his payments to the Niger association or its President, Col. Djibrilla Hima Hamidou, of \$50,000 in April 2010 and \$10,000 in May 2011.¹⁵³⁵ Payments to officials from outside CAF were also the subject of the December 2012 Bin Hammam Report, and those payments spanned the 2010 to 2011 period.

There is no question Mr. Bin Hammam's payments to CAF officials and others were improper and violated the Code of Ethics. Mr. Bin Hammam has already been sanctioned for his violations with a lifetime ban. Formal investigatory proceedings were also opened against a number of the recipients of Mr. Bin Hammam's "gifts." Those cases are ongoing.

2. Payments to Jack Warner

An allegation surfaced publicly in March 2014 that a company linked to Mohamed Bin Hammam paid former FIFA Vice President Jack Warner \$1.2 million "shortly after the decision to award" Qatar the World Cup.¹⁵³⁶ The public report about this payment suggested a causal relationship between the December 2, 2010 World Cup vote and Mr. Bin Hammam's subsequent payment to Mr. Warner:

It can be disclosed that a company owned by Mohamed Bin Hammam, the Fifa executive member for Qatar, appeared to pay \$1.2 million (£720,000) to Mr Warner in 2011.

A note from one of Mr Warner's companies, Jamad, to Mr Bin Hammam's firm, Kemco, requested \$1.2 million in payment for work carried out between 2005 and 2010.

The document is dated December 15, 2010, two weeks after Qatar won the right to host the tournament, and states that the money is "payable to Jack Warner."¹⁵³⁷

¹⁵³⁵ See FWC00174100-104

¹⁵³⁶ FWC00185070.

¹⁵³⁷ FWC00185070-71.

While that language implies that Mr. Warner sent the \$1.2 million invoice on or around “December 15, 2010, two weeks after Qatar won the right to host the tournament,” and that the payment he ultimately received “in 2011” thus related to “work carried out” before that time, the report does not specify when the document “dated December 15, 2010” was actually transmitted.¹⁵³⁸

The media outlet that published the article declined to provide the Investigatory Chamber with additional information or documents. While the Investigatory Chamber has yet to see a document confirming when the “December 15, 2010” document was sent, a third-party source whose access to authentic documents appears credible provided what appears to be the \$1.2 million invoice referenced in the public report. The document purports to be a “Jamad Limited” invoice dated December 15, 2010 billing Mr. Bin Hammam’s company, Khalid Electrical and Mechanical (“Kemco”), \$1,212,000 “[p]ayable to Jack Warner” for “Professional Services—Motivational/Leadership Advice” provided from 2005 through 2010.¹⁵³⁹

Significant evidence indicates that the document was prepared and sent in or around July 2011—and that it does not relate to the World Cup vote. Among other topics, some but not all of which are addressed elsewhere in this report,¹⁵⁴⁰ the December 2012 Bin Hammam Report described Mr. Bin Hammam’s 2011 payments to Mr. Warner and related parties, including his sons Daryll Warner and Daryan Warner.

As explained in the December 2012 Bin Hammam Report and supported by that document’s citations to the record from those proceedings, the FIFA Ethics Committee opened proceedings against Mr. Bin Hammam in May 2011 based on certain cash payments allegedly made to members of the Caribbean Football Union (“CFU”) during a meeting in Trinidad and Tobago earlier that month.¹⁵⁴¹ Mr. Bin Hammam allegedly made the payments in order to promote his campaign for the FIFA presidency.¹⁵⁴² Following a hearing in July 2011, the FIFA Ethics Committee issued a decision finding Mr. Bin Hammam “guilty of infringement” of the 2009 FCE. As a result, Mr. Bin Hammam was banned from taking part in any football-related activity at the national or international level for life.¹⁵⁴³ Mr. Bin Hammam appealed the decision to the FIFA Appeal Committee, which held a hearing in September 2011 and confirmed the decision of the FIFA Ethics Committee shortly thereafter. Mr. Bin Hammam then filed an appeal with the Court of Arbitration for Sports (“CAS”).¹⁵⁴⁴ By a 2-1 majority, CAS reversed the ban on the basis that the

¹⁵³⁸ See FWC00185070-75.

¹⁵³⁹ See FWC00185136.

¹⁵⁴⁰ See Parts X(G)(2) and (3).

¹⁵⁴¹ See FWC00174069.

¹⁵⁴² FWC00174069.

¹⁵⁴³ FWC00174069.

¹⁵⁴⁴ FWC00174069.

evidence before it was insufficient to prove that Mr. Bin Hammam made the payments to CFU delegates as alleged.¹⁵⁴⁵

As CFU President at the time of the alleged payments in May 2011, Mr. Warner was a central figure in that case. However, he did not participate in those 2011 proceedings. Mr. Warner resigned from international football on June 20, 2011, then announced the next day that he would not speak with the investigator retained by FIFA to investigate Mr. Bin Hammam's conduct, saying he would rather "die first." That refusal to cooperate left a gap in the evidence, as noted in the CAS Panel's decision vacating Mr. Bin Hammam's ban from football:

If Mr. Warner had been available for examination, it may have been possible to place some degree of reliance on some of his statements, including those against his own interest. The Panel invited him to appear, but he has declined to do so. In these circumstances, the majority of the Panel finds it difficult to place any reliance on any statement he has made, whether in the form of a witness statement or in anything he has said to a third person and which is before the Panel in the form of evidence provided by that third person.

It was around the time of Mr. Warner's resignation that Mr. Bin Hammam was in the process of sending him more than \$1.2 million. On June 8, 2011, Joanne Mora, acting on Mr. Warner's behalf, tried to contact Mr. Bin Hammam, through his assistant Najeeb Chirakal, with "an urgent message." Some 90 minutes later, Ms. Mora sent Mr. Chirakal an email under the subject heading "Wiring Instructions." The email instructed Mr. Chirakal to send "the payment" to three accounts in three different amounts: \$412,000, \$368,000, and \$432,000—for a total payment of \$1,212,000. The \$412,000 payment was to be sent to an account in Ms. Mora's name; the \$432,000 payment was to be sent to an account held by "Daryll Warner"; and the \$368,000 was for an account held by "We Buy Houses Limited."

The transactions hit a snag. Ms. Mora notified Mr. Chirakal on June 16 that the banks receiving the transfers "are all asking for a letter from you stating that the funds came from you" and also stating "the purpose" of the payments. Ms. Mora provided draft language for the three letters:

June 16, 2011

To whom it may concern

Dear Sir/Madam

¹⁵⁴⁵ FWC00174069.

This is to advise that monies in the amount of US \$412,000.00 was wire transferred to Ms. Joanne Mora by Khalid Electrical and Mechanical to offset expenses associated with meetings held in Trinidad and Tobago, Zurich, Switzerland and New York, USA of delegates and officers of the Caribbean. Such costs include but are not limited to airfare, accommodation, meeting logistics, interpretation equipment and services, etc..

Please be advised accordingly.

Respectfully,

Khalid Electrical and Mechanical

* * *

June 16, 2011

To whom it may concern

Dear Sir/Madam

This is to advise that monies in the amount of US \$432,000.00 was wire transferred to Mr. Daryll Warner by Khalid Electrical and Mechanical to offset legal expenses incurred by legal counsel in Trinidad and Tobago on an on-going matter.

Please be advised accordingly.

Respectfully,

Khalid Electrical and Mechanical

* * *

June 16, 2011

To whom it may concern

Dear Sir/Madam

This is to advise that monies in the amount of US \$368,000.00 was wire transferred to We Buy Houses Limited by Khalid Electrical

and Mechanical to offset legal expenses for foreign lawyers as well as for expenses associated with meetings of delegates and officers of the Caribbean Football Union in the Caribbean. Such costs include but not limited to airfare, accommodation and meeting logistics.

Please be advised accordingly.

Respectfully,

Khalid Electrical and Mechanical

Mr. Chirakal forwarded Ms. Mora's message about the bank letters to a "Mr. Farid," along with a message that Mr. Bin Hammam wanted Mr. Farid to "send the 3 letters as requested." On June 20, Mr. Chirakal sent Ms. Mora the three letters she had drafted earlier—except that the letters were now on Kemco letterhead and signed by "M.I. FAIRD, Dy. General Manager –Finance & Admn."

Even with the letters, the transactions did not go through. Ms. Mora notified Mr. Chirakal on June 22 that the banks needed still more information to verify that the transfers were "not for money laundering purposes," and she again provided text for the requested letters:

To whom it may concern:

Dear Sir/Madam

This serves to advise that Khalid Electrical & Mechanical Est. contracted Joanne Mora based on her relationship, understanding and history with all the players, regionally and internationally, who play an integral role as part of the team for our Managing Director as it relates to the FIFA bribery allegations. As stated in our June 16th 2011 letter, the sum of money in the amount of US \$412,000.00 is to be used to cover expenses associated with the matter, some of which have already been incurred as well as other expenses that have been invoiced and yet to be paid.

Please be advised accordingly.

Respectively,

For Khalid Electrical & Mechanical EST.

* * *

To whom it may concern:

Dear Sir/Madam

This serves to advise that Khalid Electrical & Mechanical Est. contracted Daryan Warner through We Buy Houses based on his understanding, contacts and history with the regional players who make up an integral part of the defence team for our Managing Director pursuant to FIFA bribery allegations. As stated in our letter of June 11, 2011, the value is US \$316,000 and this is an initial deposit to offset legal and other expenses related to the matter.

Please be advised accordingly.

Respectively,

For Khalid Electrical & Mechanical EST.

* * *

To whom it may concern:

Dear Sir/Madam

This serves to advise that Khalid Electrical & Mechanical Est. contracted Daryll Warner based on his contacts and history with the regional players who make up an integral part of the defence team for our Managing Director pursuant to FIFA bribery allegations. As stated in our letter of June 11, 2011, the value is US \$432,000.00 to offset legal expenses incurred in Trinidad and Tobago.

Please be advised accordingly.

Respectively,

For Khalid Electrical & Mechanical EST.

Attempts to wire the payments nonetheless failed once again.¹⁵⁴⁶ On July 10, 2011, Ms. Mora recommended a different approach to persuading the banks to process the transfers:

I have been advised that the funds should:

- (i) be sent in parts rather than the entire amount, within at least one week of each other (500K, 212K, 500K)
- (ii) be sent from another account, possibly one that is more directly related to football and the reason for sending same could be payment for advisory/professional services rendered.¹⁵⁴⁷

Mr. Farid notified Ms. Mora and Mr. Chirakal on July 13, 2011, that he was unable to prepare a letter on letterhead from a football-related entity because “all Clubs in Qatar are Government managed and we cannot get such a letter from them.”¹⁵⁴⁸ Instead, Mr. Farid wrote, he would “be arranging the letter confirming *‘professional services provided over the period 2005 - 2010.’ on the letterhead of the company transferring the funds.*”¹⁵⁴⁹ The next day, Mr. Farid notified Ms. Mora and Mr. Chirakal that “[t]he funds have been transferred.”¹⁵⁵⁰ He attached a July 11, 2014 letter stating that Kemco was transferring \$1,212,000 to Mr. Warner “to offset Professional Services provided over the period 2005-2010”¹⁵⁵¹—the same payor, the same amount, the same services, and the same time period noted on the “invoice” dated December 15, 2010—as well as a Doha Bank wire-transfer receipt confirming the wire had been sent to a bank in New York from an account held by Kemco.¹⁵⁵² Mr. Bin Hammam represented during the 2012 proceedings that he made the payments to Jack Warner from his own “personal funds” for the purpose of “cover[ing] part of Mr Jack Warner’s legal expenses.”¹⁵⁵³

For the reasons discussed above, it appears the document purportedly dated December 15, 2010 was used to facilitate a transfer of \$1,212,000 from Mr. Bin Hammam to Mr. Warner in connection with Mr. Warner’s decision to resign from FIFA and refuse to cooperate in the proceedings against Mr. Bin Hammam. As set forth in the December 2012 Bin Hammam Report, that payment breached the FIFA Code of Ethics.¹⁵⁵⁴ On this record, however, that misconduct does not appear related to the December 2, 2010 World Cup vote. *See* Part XIV(A)(3)(c).

¹⁵⁴⁶ *See* FWC00185077; FWC00185080-83.

¹⁵⁴⁷ FWC00185079 (emphasis added).

¹⁵⁴⁸ FWC00185076.

¹⁵⁴⁹ FWC00185076 (emphasis added).

¹⁵⁵⁰ FWC00185088.

¹⁵⁵¹ FWC00185089.

¹⁵⁵² *See* FWC00185090.

¹⁵⁵³ FWC00176794-97.

¹⁵⁵⁴ FWC00174129.

3. *Payments to Reynald Temarii*

In June 2014, allegations surfaced in the media surrounding payments made by Mr. Bin Hammam to OFC Executive Committee member Reynald Temarii.¹⁵⁵⁵ In substance, the allegations were that Mr. Bin Hammam, and by extension the Qatar bid team, had paid Mr. Temarii so that he would appeal his suspension by the FIFA Ethics Committee and so block OFC from replacing him before the December 2, 2010 vote. As the OFC had already made public its intentions regarding how its Executive Committee member would vote, that procedural maneuver would in turn deny Australia (and England) a vote. While there was some speculation in the media as to whether this inquiry would assess these allegations, as is clear from the analysis below, the facts and circumstances of the Bin Hammam-Temarii payments were investigated as part of a prior Ethics Committee proceeding and were made part of the charged violations in the Investigatory Chamber's final report in that case filed in December 2012. The sections below present those facts again, along with an analysis of information developed since the filing of the earlier report, in relation to the present inquiry.

a. *OFC's Support for Australia*

The OFC was relatively transparent about its approach the World Cup hosting decision. Although the OFC's seat on the FIFA Executive Committee was held by Mr. Temarii, his vote was seen as an expression of the will of the Confederation.¹⁵⁵⁶ As a result, it was intended that Mr. Temarii would exercise his vote as directed by OFC's Executive Committee.¹⁵⁵⁷ The OFC Executive Committee established three criteria to assess each bid: (1) the amount of economic benefits that would be generated for FIFA and the rest of the confederations (such as profits from TV rights or marketing); (2) whether OFC had an existing relationship with the bidder; and (3) benefits that would flow to OFC if that bidder hosted.¹⁵⁵⁸ In mid-October 2010, the OFC Executive Committee decided—and documented in the meeting minutes—whom Mr. Temarii would support: for the 2018 World Cup host, Mr. Temarii would vote for England's bid, and if England were eliminated, for Spain's bid; and for the 2022 World Cup, Mr. Temarii would vote for Australia's bid, and if Australia were eliminated, for the United States's bid.¹⁵⁵⁹ OFC's intention to

¹⁵⁵⁵ See FWC00185066-69, at FWC000185069.

¹⁵⁵⁶ See, e.g., FWC00182306-07; FWC00175315 (in an interview on Oct. 16, 2012, Mr. Temarii said: “[I]t was my feeling that I cannot vote on my own. It was my feeling that this vote is not mine, but Oceania own votes.”)

¹⁵⁵⁷ See, e.g., FWC00182306-07; FWC00175315.

¹⁵⁵⁸ FWC00182303-04.

¹⁵⁵⁹ FWC00173689-94, at FWC00173691; see also FWC00182303-04. During an interview with the Investigatory Chamber on June 20, 2014, Mr. Temarii noted that, of the seven or eight OFC Executive Committee members who participated in the decision regarding Mr. Temarii's votes, “only one supported the . . . bid of Qatar . . . It was the president of New Caledonia.” FWC00183608.

support Australia's bid for the 2022 World Cup was publicly reported as early as October 17.¹⁵⁶⁰ According to Mr. Temarii, "everybody" understood that "I will vote first for Australia."¹⁵⁶¹

b. The Suspension

As discussed generally in Part III(C)(8), on September 24, 2010, an undercover Sunday Times newspaper reporter covertly recorded a conversation Mr. Temarii during which he purportedly discussed exchanging his vote for certain benefits. On October 17, 2010, the Sunday Times published articles recounting the conversation with Mr. Temarii.¹⁵⁶² The FIFA Ethics Committee opened proceedings against Mr. Temarii the next day, and on November 17, 2010, it suspended Mr. Temarii from football-related activity for one year for violating 2009 FCE Article 3(1-2), and Article 9(1).¹⁵⁶³

The suspension of Mr. Temarii, OFC's lone representative on the FIFA Executive Committee, cast doubt on whether OFC would be able to support the designated World Cup bids with a vote in the December 2 election. OFC, through its General Secretary Tai Nicholas, sought permission from FIFA Secretary General Jérôme Valcke to appoint the OFC Senior Vice President to replace Mr. Temarii on the FIFA Executive Committee on an interim basis, until OFC could select a permanent replacement at its next Congress.¹⁵⁶⁴ But on November 23, 2010, Secretary General Valcke responded that Mr. Temarii "only can be replaced by OFC as FIFA Vice President once he fully accepted the decision of the FIFA Ethics Committee taken on 17 November 2010."¹⁵⁶⁵ Hence, whether OFC could replace Mr. Temarii and thus vote for 2018 and 2022 World Cup hosts hinged on whether Mr. Temarii would waive his right to appeal the FIFA Ethics Committee's decision.

Unsurprisingly, the Australian bid team—which had been counting on Mr. Temarii's vote¹⁵⁶⁶—expressed great concern in emails regarding whether the OFC would be able to replace Mr. Temarii in time for the vote.¹⁵⁶⁷ On October 17, 2010, Peter Hargitay, a consultant for the Australian bid team, wrote to Secretary General Valcke, copying President Blatter, noting that he had had a great deal of media calls on the suspensions and adding that the "general consensus was that, while every single one felt Mr. Adamu should get eliminated, Mr. Temarii 'didn't really do that much wrong.'"¹⁵⁶⁸ With respect to Mr. Temarii, Mr. Hargitay

¹⁵⁶⁰ See, e.g., FWC00178658.

¹⁵⁶¹ FWC00175313; see also FWC00175315.

¹⁵⁶² FWC00185971-72; FWC00185966-70.

¹⁵⁶³ FWC00178650.

¹⁵⁶⁴ FWC00178659-60.

¹⁵⁶⁵ FWC00178661.

¹⁵⁶⁶ See Part V(D).

¹⁵⁶⁷ See, e.g., FWC00119882-83.

¹⁵⁶⁸ FWC00171112.

continued, “[a]llow me to recommend therefore not to take drastic action: the evidence against him does not seem to hold up, it seems?”¹⁵⁶⁹

c. Decision to Appeal

On November 23, 2010—the same day Messrs. Nicholas and Valcke exchanged letters concerning replacing the OFC Executive Committee member—Mr. Temarii and his friend Lara Farahei traveled from New Zealand to Kuala Lumpur.¹⁵⁷⁰ There, they met with Mr. Bin Hammam, who had invited Mr. Temarii to make the trip after the November meeting of the FIFA Executive Committee, and Mr. Manilal Fernando.¹⁵⁷¹ Mr. Bin Hammam paid for Mr. Temarii and Ms. Farahei’s travel expenses,¹⁵⁷² which included flight costs of \$19,975.¹⁵⁷³ According to Mr. Temarii, his meeting with Messrs. Bin Hammam and Fernando included discussion of Mr. Temarii’s “[r]ights of appeal against the decision of the Ethics Committee.”¹⁵⁷⁴ According to Mr. Nicholas neither he nor any other OFC Executive Committee members were aware of Mr. Temarii’s trip to Kuala Lumpur until after his return.¹⁵⁷⁵

In the days immediately following Mr. Temarii’s visit to Kuala Lumpur, OFC officials came to believe that Mr. Temarii would not appeal the FIFA Ethics Committee’s decision, and the Confederation would thus be able to send a representative to vote on December 2. On November 27, the OFC Executive Committee appointed the Acting OFC President, David Chung, to replace Mr. Temarii as FIFA Vice President.¹⁵⁷⁶ OFC immediately notified FIFA of Mr. Chung’s appointment, and, referencing Mr. Valcke’s November 25 statement conditioning OFC’s ability to appoint a representative by December 2 on a decision by Mr. Temarii to waive his right to appeal, stated that “[i]t is our understanding that Mr. Reynald Temarii will shortly communicate to FIFA directly his acceptance of the decision by the FIFA Ethics Committee.”¹⁵⁷⁷ Accordingly, OFC’s notice to FIFA continued, Mr. Chung would be traveling to Zurich to participate in the December 2 voting as a member of the FIFA Executive Committee.¹⁵⁷⁸

Mr. Temarii, however, continued to equivocate about whether he would challenge the Ethics Committee’s decision. He told Mr. Chung on November 28 that he was still considering his options.¹⁵⁷⁹ Later that night, however, Mr. Temarii

¹⁵⁶⁹ FWC00171112.

¹⁵⁷⁰ FWC00178662.

¹⁵⁷¹ FWC00175305.

¹⁵⁷² See FWC00176896; FWC00176865.

¹⁵⁷³ See FWC00178662; FWC00175318-19.

¹⁵⁷⁴ FWC00175305-06.

¹⁵⁷⁵ FWC00182335-37.

¹⁵⁷⁶ FWC00178664.

¹⁵⁷⁷ FWC00178665.

¹⁵⁷⁸ See FWC00178666.

¹⁵⁷⁹ See FWC00178667.

emailed Ben Buckley, the CEO of FFA, and explained that he wished to organize a press conference in Sydney on December 1 to announce that he would “not go to the appeal committee in order for OFC’s representative, David [Chung], to support Australia’s bid.”¹⁵⁸⁰ The following morning, Mr. Temarii met with OFC members, including Mr. Chung, and communicated that he would not appeal.¹⁵⁸¹

As a result, believing he would be able to vote on OFC’s behalf on December 2, Mr. Chung traveled to Zurich on November 29.¹⁵⁸² During this period, since receiving Mr. Temarii’s email on November 28 regarding the press conference, Mr. Buckley repeatedly tried to contact Mr. Temarii without success, the last attempt occurring in the morning of November 30.¹⁵⁸³

On November 30, Mr. Temarii changed course a final time, writing in an email to David Chung:

My lawyer called to inform me that the general attorney of Geneva will launch legal proceedings against FIFA to establish of not the facts of corruption. She informed me that it is important for me to not admit guilty in order to keep all my rights in front of the court of switzerland. Therefore, you are the first one that I have to inform about my decision to appeal. I hope that you will understand my decision. You still have my support to be the new President of our confederation.¹⁵⁸⁴

Later that day, Mr. Temarii announced in a press release that he would appeal the Ethics Committee’s decision “[d]espite pressures and issues at stake for the OFC.”¹⁵⁸⁵

As a result, neither Mr. Chung nor any other representative from OFC could vote to select hosts for the 2018 and 2022 World Cup tournaments, a development that necessarily damaged England’s and Australia’s prospects for hosting the 2018 and 2022 World Cups, respectively, while also boosting the prospects of England’s and Australia’s competitors.

On December 3, 2010, the day after the FIFA Executive Committee selected Russia and Qatar as the respective hosts of the 2018 and 2022 World Cup, Mr. Temarii sent Mr. Bin Hammam the following note—under the subject heading “Congratulations!”—in response to Qatar’s victory:

Dear Mohamed,

¹⁵⁸⁰ FWC00119551.

¹⁵⁸¹ *See* FWC00178668.

¹⁵⁸² *See* FWC00178669.

¹⁵⁸³ *See* FWC00119552; FWC00119551; FWC00119547-48.

¹⁵⁸⁴ FWC00185018-19.

¹⁵⁸⁵ FWC00178670.

Just a few words to congratulate you and your team. I wish you all the best[] for Qatar 2022.

And once again, thank you for your kind support.

Kindest[] regards,

Reynald¹⁵⁸⁶

Mr. Bin Hammam responded two days later:

Dear Reynald

Many thanks for your congratulation on Qatar's successful bid to host World Cup 2022.

I wanted to extend my sincere gratitu[de] and appreciation for your support and I am confident that with your continued support and collaboration Qatar will stage an amazing world Cup of our beloved game.

Kind regards

Mohamed¹⁵⁸⁷

d. Transfer of €305,000

The month following the vote for World Cup hosts, a Jean-Charles Brisard of JCB Consulting International sent Mr. Bin Hammam the following message via email:

Subject: Urgent & Confidential – Reynald Temarii's legal costs

Dear Mr Bin Hammam,

Per Mr Temarii's request, please find attached the current provisional budget for Mr Temarii's defense and the bank account details of my company following the signing of an administrative and financial management agreement between us. Should you require any additional information, please do not hesitate to contact me.¹⁵⁸⁸

¹⁵⁸⁶ FWC00178671.

¹⁵⁸⁷ FWC00178671.

¹⁵⁸⁸ FWC00178672.

The message attached a chart, titled “CURRENT & PROVISIONAL BUDGET, Affaire TEMARII,” listing total fees and expenses of €365,540,¹⁵⁸⁹ as well as bank account details for an account held by JCB Consulting.¹⁵⁹⁰ Mr. Bin Hammam instructed his assistant Ms. Be to forward the message to Mr. Chirakal. On February 2, 2011, Mr. Chirakal responded directly to Mr. Temarii, attaching a receipt reflecting the transfer of €200,000 to JCB Consulting.¹⁵⁹¹ The receipt shows that the funds were sent by Aisha Mohd Al Abdulla,¹⁵⁹² who is the Finance Director of Kemco Group and Mr. Bin Hammam’s daughter.¹⁵⁹³

In early February 2011, the Appeal Committee of FIFA denied Mr. Temarii’s appeal.¹⁵⁹⁴

On March 25, 2011, an email to Mr. Bin Hammam sent on Mr. Temarii’s behalf by a “Steeve Austin” requested “confirmation of the transfer of 105,650 on his lawyer’s account in Switzerland.”¹⁵⁹⁵ Mr. Chirakal, on behalf of Mr. Bin Hammam, obtained the bank account information needed to transfer the funds, then, on April 5, 2011, forwarded that information to Pierre Kakhia of the World Sports Group (“WSG”), stating, “Please find the bank account details for transferring Euro 105,640 to the lawyer.”¹⁵⁹⁶ WSG was the counterparty to multiple broadcasting rights agreements with the AFC.¹⁵⁹⁷ WSG’s website lists Mr. Kakhia as “President, West Asia.”¹⁵⁹⁸

e. October 2012 Initiation of Investigation Proceedings

On October 3, 2012, after the documents discussed came to light during an Ethics Committee proceeding against Mr. Bin Hammam, the Ethics Committee opened a formal investigation into Mr. Temarii.¹⁵⁹⁹ As part of the investigation, the Ethics Committee interviewed Mr. Temarii in Kuala Lumpur on October 16, 2012.¹⁶⁰⁰ After receiving the initial referral regarding this case, the investigation into Mr. Temarii’s conduct was incorporated into the expanded inquiry into the World Cup bidding process.

¹⁵⁸⁹ FWC00178673.

¹⁵⁹⁰ FWC00178674.

¹⁵⁹¹ See FWC00178675-76.

¹⁵⁹² See FWC00178676.

¹⁵⁹³ See FWC00176876.

¹⁵⁹⁴ See FWC00178677-705.

¹⁵⁹⁵ FWC00178706-07. Mr. Temarii claimed that “Steeve Austin” was in fact his friend and “personal assistant” Billy Vaitoare. FWC00175341-42; see also FWC00182323; FWC00125029. Mr. Temarii claimed he did not know why Mr. Vaitoare sent the message under this name. FWC00175341-42.

¹⁵⁹⁶ FWC00178706.

¹⁵⁹⁷ See, e.g., FWC00174078.

¹⁵⁹⁸ FWC00178708.

¹⁵⁹⁹ FWC00185021-23.

¹⁶⁰⁰ FWC00175308.

In a sworn declaration to the FIFA Ethics Committee dated October 14, 2012, Mr. Temarii said that at his November 25, 2010 meeting in Kuala Lumpur, Mr. Bin Hammam encouraged him to appeal his ban and “proposed . . . to personally arrange for my defence by making his attorneys available to me.”¹⁶⁰¹ According to Mr. Temarii, he declined Mr. Bin Hammam’s offer because he had already retained a lawyer, and Mr. Chung, the interim OFC president, had indicated that OFC would likely provide \$125,000 USD to Mr. Temarii for services rendered, which Mr. Temarii intended to put toward his legal expenses.¹⁶⁰² In December 2010, the OFC Executive Committee granted Temarii an indemnity in that amount, which Mr. Temarii “planned to use entirely to pay the attorneys retained for my defence.”¹⁶⁰³ According to Mr. Temarii, when OFC failed to pay the indemnity within the next month, “based on my analysis of the situation . . . I decided to refuse to accept the indemnity”¹⁶⁰⁴ Mr. Temarii concluded, “This is how I finally came to accept Mr. Bin Hammam’s offer in January 2011 to assist me, exclusively and in his personal capacity, in my defence to to bear my attorney fees.”¹⁶⁰⁵

Mr. Nicholas provided a somewhat different account regarding Mr. Temarii’s request for indemnification from the OFC. In a written statement to the Ethics Committee dated October 10, 2012, Mr. Nicholas stated that the OFC initially rejected Mr. Temarii’s request for \$135,000 on November 27, 2010¹⁶⁰⁶—which, if accurate, perhaps exacerbated Mr. Temarii’s uncertainty regarding whether to appeal. Mr. Nicholas also explained that while the \$135,000 payment to Mr. Temarii was approved in December, a new OFC Executive Committee, elected on January 15, 2011, overturned the prior committee’s decision.¹⁶⁰⁷ Thus, while Mr. Temarii claimed he unilaterally decided in January 2011 not to accept the OFC’s indemnity,¹⁶⁰⁸ Mr. Nicholas said the new OFC Executive Committee decided not to make that payment.

f. Conclusion

It was widely reported that Mr. Temarii planned to vote for Australia’s bid,¹⁶⁰⁹ and contemporaneous accounts indicated Mr. Temarii was well aware that his appeal would negatively affect Australia’s bid.¹⁶¹⁰ Mr. Temarii acknowledged he had questions about Mr. Bin Hammam’s motivation: Asked why Mr. Bin Hammam would support him given his allegiance to the Australia bid, Mr. Temarii said he

¹⁶⁰¹ FWC00175305-06.

¹⁶⁰² FWC00175306.

¹⁶⁰³ FWC00175307.

¹⁶⁰⁴ FWC00175307.

¹⁶⁰⁵ FWC00175305-06.

¹⁶⁰⁶ FWC00173732.

¹⁶⁰⁷ FWC00173732.

¹⁶⁰⁸ *See* FWC00175307.

¹⁶⁰⁹ *See* FWC00175313.

¹⁶¹⁰ *See* FWC00119551; FWC00178668.

asked Mr. Bin Hammam “the same question [be]cause it’s surprising.”¹⁶¹¹ According to Mr. Temarii, Mr. Bin Hammam told him “he wanted to fight for justice. He had a feeling that . . . what happened to me was unjust, regarding the Sunday Times affair.”¹⁶¹² Mr. Temarii said he nevertheless declined Mr. Bin Hammam’s offer of support at the November 2010 meeting in Kuala Lumpur.¹⁶¹³ Yet, on the day of the vote Mr. Temarii wished Mr. Bin Hammam good luck,¹⁶¹⁴ and on the day after the vote Mr. Temarii congratulated Mr. Bin Hammam and thanked him for his “kind support.”¹⁶¹⁵ In response, Mr. Bin Hammam noted that “with [Temarii’s] *continued support and collaboration* Qatar will stage an amazing world Cup.”¹⁶¹⁶

Despite the references of support in his December 3-5 correspondence with Mr. Bin Hammam, Mr. Temarii asserted in the October 2012 interview that his “decision to appeal had no link to any support for Qatar.”¹⁶¹⁷ He stated again that he had believed the funds he received came from Mr. Bin Hammam’s personal account,¹⁶¹⁸ and described himself as “a victim” of Mr. Bin Hammam’s deceit.¹⁶¹⁹

Mr. Bin Hammam met with Mr. Temarii on November 25, 2010 encouraged Mr. Temarii to appeal, and offered to arrange for the payment of Mr. Temarii’s legal fees. The evidence suggests that this was an attempt to persuade Mr. Temarii to appeal the Ethics Committees’ decision and thus eliminate a vote for Qatar’s competition in the bidding process. Mr. Temarii’s conduct and correspondence with Mr. Bin Hammam shortly after he received the one-year suspension suggest Mr. Temarii was aware that his appeal would benefit Qatar’s bid. At a minimum, Mr. Temarii should have been cognizant that Mr. Bin Hammam’s offer of legal assistance for an appeal, and advice that Mr. Temarii “fight to the end,”¹⁶²⁰ were attempts to influence the World Cup vote. Moreover, accepting this substantial amount of money from the President of the AFC also implicated FCE provisions governing gifts and conflict of interest. See FCE Arts. 19 and 20 and corresponding provisions in the 2009 FCE. A Final Report addressing these potential violations will be prepared in the investigation of Mr. Temarii.¹⁶²¹

¹⁶¹¹ FWC00175321.

¹⁶¹² FWC00175321.

¹⁶¹³ FWC00175320.

¹⁶¹⁴ FWC00175327.

¹⁶¹⁵ FWC00178671.

¹⁶¹⁶ FWC00178671 (emphasis added).

¹⁶¹⁷ FWC00175348; *see also* FWC00175349.

¹⁶¹⁸ *See* FWC00175348 (“I was convinced that all these transactions were clean, and now I’m discovering that apparently they weren’t”).

¹⁶¹⁹ FWC00175348; *see also* FWC00175348 (“I’ve just discovered that I was deceived by Mr. Bin Hammam.”)

¹⁶²⁰ FWC00175320.

¹⁶²¹ Similar charges were included in the final report, dated December 3, 2012, in the case against Mr. Bin Hammam, who subsequently accepted a lifetime ban from football. *See* Part X(G).

The investigation has not uncovered any direct evidence that Qatar 2022 officials were aware that Mr. Bin Hammam offered to pay for Mr. Temarii's legal expenses if he appealed his suspension. During interviews, members of the Qatar bid team disclaimed any knowledge of Mr. Bin Hammam's offer¹⁶²² and of Mr. Bin Hammam's meeting with Mr. Temarii in Kuala Lumpur on November 25, 2010.¹⁶²³ Qatar 2022 also produced a letter from Qatar National Bank stating that "no payments were made at any time from the accounts of [the] Qatar 2022 Bid Committee account held at Qatar National Bank to . . . Reynald Temarii [or] Mohammed Bin Hammam."¹⁶²⁴

Qatar bid team members repeatedly denied that Mr. Bin Hammam had a direct relationship to or role on the Qatar bid team.¹⁶²⁵ Nevertheless, it is clear from the record that Mr. Bin Hammam supported the Qatar bid. For example, in October 2009, Messrs. Bin Hammam, Beckenbauer and Radmann met with the Emir of Qatar in Doha.¹⁶²⁶ According to Mr. Beckenbauer, the purpose of the meeting was to discuss the Qatar bid, and the Emir tried to convince Mr. Beckenbauer of the merits of the Qatar bid.¹⁶²⁷ Email correspondence from Mr. Bin Hammam's assistant indicates that Mr. Bin Hammam arranged the meeting with the Emir.¹⁶²⁸

Qatar 2022 stated that, at the time Mr. Temarii was implicated in the *Sunday Times*, the bid team was "busy preparing for the final push before the December 2, 2010 vote" and "did not communicate with Mr. Temarii or any of his representatives regarding [the] allegations."¹⁶²⁹ The CEO of the Qatar 2022, Hassan Al-Thawadi, was "not aware at the time that Mohamed Bin Hammam had allegedly scheduled a meeting with Reynald Temarii in Kuala Lumpur, nor was he aware that Mr. Bin Hammam may have offered to pay for Mr. Temarii's legal fees to appeal his suspension."¹⁶³⁰ Mr. Al-Thawadi added that, at the time, he was not aware of any payments made to Mr. Temarii, "by either Mr. Bin Hammam or anyone else."¹⁶³¹

Other correspondence indicates the bid team was concerned in some way with Mr. Bin Hammam's conduct. On October 15, 2010, Justine Oldfield, on behalf of Qatar 2022 CEO Al-Thawadi, sent Mr. Bin Hammam a copy of two particular bid rules: the rules forbidding any bidding nation from providing monetary gifts or

¹⁶²² FWC00183779; FWC00183951-52.

¹⁶²³ FWC00183951.

¹⁶²⁴ FWC00138525; *see also* FWC00138614-15.

¹⁶²⁵ *See, e.g.*, FWC00183877; FWC00183767-68; FWC00183768; FWC00183778; FWC00184088.

¹⁶²⁶ *See* FWC00174039; FWC00180687-88.

¹⁶²⁷ *See* FWC00174039.

¹⁶²⁸ *See* FWC00180687-88.

¹⁶²⁹ *See* FWC00138614; *see also* FWC00138615.

¹⁶³⁰ FWC00138615.

¹⁶³¹ FWC00138615.

other benefits to any representative of FIFA, and the prohibition on collusion.¹⁶³² The cover email said only “Dear Sir, Please see attached from Hassan.”¹⁶³³ That reminder came five weeks prior to Mr. Bin Hammam’s meeting with Mr. Temarii in Kuala Lumpur.

In sum, on this record, there is no direct link between Qatar 2022 and Mr. Bin Hammam’s payments to Mr. Temarii. It is evident, however, that Mr. Bin Hammam supported Qatar’s bid and that his actions with respect to Mr. Temarii influenced the voting process by eliminating votes for Australia (a direct Qatar 2022 competitor) and England. Further analysis of this issue will be conducted before completing a final report in the investigation of Mr. Temarii.

H. “Qatar Whistleblower”

As discussed below, allegations by an “insider” on the Qatari bid team came to light soon after Qatar was awarded the rights to host the 2022 World Cup tournament. Those allegations, and the issues surrounding the insider’s credibility, will be assessed in the sections that follow.

1. *Public Allegations and Recantation*

a. *Initial Allegations*

Accusations of corruption by a former Qatar bid team employee, or the “Qatar whistleblower,” began circulating in the global press almost immediately after Qatar’s victory.

The day of the December 2, 2010 World Cup vote, the Wall Street Journal reported that “[a]ccording to a former employee of the Qatar bid team, at least one advisor recommended that the Qatar Football Association make a payment of \$78.4 million to help the Argentina Football Association, or AFA, dig out of a financial crisis that threatened the country’s domestic league. This person said the payment was meant to help Qatar’s relationship with AFA President Julio Grondona, who is a member of FIFA’s executive committee.”¹⁶³⁴ On December 5, the Sunday Times reported it had spoken with a “whistleblower, a former employee of a bid team, [who] was present at meetings this year when offers of cash for votes were allegedly made.”¹⁶³⁵ Without further details, the story did not receive intense public scrutiny, especially in light of the numerous accusations being publicly aired after Qatar’s victory.

¹⁶³² See FWC00128221-22.

¹⁶³³ See FWC00128221.

¹⁶³⁴ FWC00185963-64.

¹⁶³⁵ FWC00157904.

A few days later, President Blatter received a letter from British politician Ivan Lewis—Member of Parliament and Shadow Secretary of State for Culture, Media and Sport—“regarding serious allegations which have been made with regard to corruption associated with the bidding process for the 2022 World Cup.”¹⁶³⁶ Mr. Lewis explained that “[a] whistleblower has provided evidence to a UK newspaper that three members of the FIFA Executive Committee agreed [to] deals worth \$1.5m for their votes from one of the bidding teams.”¹⁶³⁷ He urged FIFA to “launch an urgent inquiry” into the matter, reporting that “the whistleblower can be contacted via The Sunday Times newspaper.”¹⁶³⁸

In response, Secretary General Jérôme Valcke wrote to Mr. Lewis on December 20, confirming his receipt of his letter:

Concerning the allegations that a whistleblower would have provided possible evidence to a UK newspaper in accordance with which officials would have agreed on certain deals in exchange for their vote to decide on future hosts of the FIFA World Cup™, we kindly inform you that these allegations have not been corroborated by any supportive evidence whatsoever, reason for which we are not in a position to intervene in this regard.¹⁶³⁹

There is no information in the communication concerning what information Secretary General Valcke used to make the determination that the whistleblower’s allegations were not “corroborated by any supportive evidence,” or what further information he knew about the whistleblower at the time.

On January 13, 2011, the Wall Street Journal described various “[c]onfidential Qatar committee bid documents reviewed by the Journal,” including minutes from a January 4, 2010 strategy meeting in which bid officials apparently concluded from a discussion about a potential project, “If FIFA regulations prevent these initiatives then a way has to be found to do these under a different name (e.g. through the embassy or as the State of Qatar).”¹⁶⁴⁰ A Qatar 2022 spokesperson quoted in the article did not appear to contest the document’s authenticity, but stated that the bid team “subsequently concluded that any help from any Qatar organization could be misconstrued” and thus ultimately never “attempted to circumvent FIFA rules.”¹⁶⁴¹

The whistleblower’s story and allegations resurfaced in May 2011, with more detail and heightened media attention. On May 9, the Sunday Times formally

¹⁶³⁶ FWC00166475.

¹⁶³⁷ FWC00166475.

¹⁶³⁸ FWC00166475.

¹⁶³⁹ FWC00166477.

¹⁶⁴⁰ FWC00179762-65 at FWC00179764.

¹⁶⁴¹ FWC00179762-65 at FWC00179764.

submitted evidence to the British Parliament “on FIFA, the governing body of the world game, and in particular, the way it governs the competition to host the finals of the world cup—a prize potentially worth billions of pounds to the winning nation.”¹⁶⁴² Among other “evidence,” its submission to the House of Commons Culture, Media and Sport Committee described interactions with this newly named “Qatar whistleblower”:

Last December we spoke to a whistleblower who had worked with the Qatar bid. The whistleblower claimed Qatar had paid \$1.5m to two Fifa Exco members—Hayatou and Jaques Anouma of the Ivory Coast—to secure their votes. It was further alleged that a similar deal had been struck with Amos Adamu, although he was prevented from voting because he was suspended following our original article. The whistleblower said that the cash was to go to the three members’ football federations but there would be no questions asked about how the money was used: “It was said in such a way that ‘we are giving it to you.’ It was going to their federation. Basically, if they took it into their pocket, we don’t give a jack,” the whistleblower told us.¹⁶⁴³

This new allegation, along with the rest of the evidence submitted by The Sunday Times, was aggressively reported in the press¹⁶⁴⁴—and vehemently denied by Qatar. A written statement issued on behalf of Qatar 2022 in response to the material submitted to the Culture, Media and Sport Select Committee called the allegations “serious, unsubstantiated and false.”¹⁶⁴⁵ It also stated that the material from the Sunday Times

refers to an alleged unidentified “whistleblower” who it is said formerly worked for the Bid Committee. It is true that (as is not uncommon in a process such as the bid) one or two people retained by the Bid Committee have left on acrimonious terms, although through no fault of the Bid Committee. The only explanation apparent to us is that one such person, plainly with a significant axe to grind against the Bid Committee, is the alleged whistleblower in question. We are mystified as to why anyone formerly in the Bid Committee’s employ would now seem intent on fabricating stories about the Bid Committee and would seriously question what his or her motivations are. In any event, we would caution anyone against placing reliance on uncorroborated statements made by an embittered ex-employee without a full and

¹⁶⁴² FWC00153472.

¹⁶⁴³ FWC00153475.

¹⁶⁴⁴ *See, e.g.*, FWC00139601; FWC00139605.

¹⁶⁴⁵ FWC00153467.

balanced understanding of that individual's personal and professional circumstances.¹⁶⁴⁶

b. Communications with FIFA

On May 11, 2011, after the journalists presented the Qatar whistleblower's allegations to Parliament, Secretary General Valcke wrote to the Sunday Times. He noted "our great concern regarding the latest suspicions questioning the integrity of some FIFA Executive Committee Members," and stated that FIFA "understood that The Sunday Times had already provided us with all evidence and documentation at its disposal."¹⁶⁴⁷ He nevertheless asked the paper to send any further evidence, particularly any evidence related to the referenced "whistleblower."¹⁶⁴⁸ The Sunday Times responded, "As you say, we did provide you with all the relevant information from our investigation last year,"¹⁶⁴⁹ and added that the newspaper had

raised this matter with Ivan Lewis because we felt that Fifa would take more notice of these serious allegations if they were highlighted by a British MP. His letter to Sepp Blatter offered the opportunity to speak to the whistleblower through this newspaper. However, Fifa turned down this offer.

As regards your request for further information from the whistleblower, we suggest that you should speak to them directly. We have checked with the whistleblower and they will meet you on the condition that you give assurances that their identity should not, in the first instance, be revealed to the Qatar bid team or made public.¹⁶⁵⁰

On May 16, FIFA's General Counsel responded that "FIFA would be interested in a meeting with the whistleblower," and that Chris Eaton, Head of FIFA Security, "would be coordinating the meeting."¹⁶⁵¹ An attorney acting on behalf of the whistleblower, Steven Barker of Barker Gillette LLP, subsequently contacted Mr. Eaton.¹⁶⁵² In this initial communication, sent May 20, Mr. Barker catalogued the (many) demands the whistleblower, referred to in the communication as "WB," required be met before speaking with FIFA:

¹⁶⁴⁶ FWC00153467-68.

¹⁶⁴⁷ FWC00153471.

¹⁶⁴⁸ FWC00153471.

¹⁶⁴⁹ FWC00153477.

¹⁶⁵⁰ FWC00153478.

¹⁶⁵¹ FWC00153433.

¹⁶⁵² FWC00153393.

WB requests that I meet or enter into discussions with a FIFA representative who has authority to agree and sign binding terms on WB's behalf before WB provides evidence. Terms sought will include absolute assurance of anonymity, secrecy of meetings, records and locations of any meetings, including for that purpose my and my firm[']s identity, assurances for personal security measures if needed or advised, indemnities for personal expenses incurred and indemnities in relation to any future legal actions and for her own legal costs and expenses.¹⁶⁵³

Mr. Eaton replied, copying FIFA counsel: "I appreciate, understand and agree with the conditions you on behalf of the WB require as advised earlier to Mr. Calvert,"¹⁶⁵⁴ a reference to the Sunday Times reporter Jonathan Calvert. Mr. Barker informed Mr. Eaton that the whistleblower "requests the security of a signed agreement," and he offered to prepare a first draft of the document; Mr. Eaton agreed.¹⁶⁵⁵

On May 21, Mr. Barker sent Mr. Eaton a draft contract proposing a lengthy list of benefits and accommodations for FIFA to provide to the whistleblower.¹⁶⁵⁶ Notably, the contract limited FIFA's use of any information provided—allowing the whistleblower to arbitrarily order FIFA to destroy all related documents and reserving all "rights of any nature" to the information—while providing no representation or warranty that the information to be given (defined as the "Confidential Information") was truthful or accurate.¹⁶⁵⁷ The contract specified: "Except as expressly stated in this agreement, the [whistleblower] does not make any express implied warranty or representation concerning its Confidential Information, *or the accuracy or completeness* of the Confidential Information."¹⁶⁵⁸ No express or implied warranty is contained elsewhere in the agreement. The contract the whistleblower's attorney proposed therefore did not obligate the whistleblower to tell the truth. Notwithstanding this fact, the contract required FIFA to "indemnify and keep fully indemnified the Disclosing Party"—*i.e.*, the whistleblower—"at all times against all Liabilities suffered or incurred by the Disclosing Party arising in connection with this agreement."¹⁶⁵⁹ Provisions that followed listed the many potential liabilities against which FIFA would insure the whistleblower, including "any breach by her of any legal or other enforceable obligation owed to [the bid committee] or any person connected with [the bid committee] arising under contract, common law, equity statute or others or any claim"; "any action . . . taken on behalf of [the bid committee] . . . or any

¹⁶⁵³ FWC00153393.

¹⁶⁵⁴ FWC00153394.

¹⁶⁵⁵ FWC00153396; FWC00153399.

¹⁶⁵⁶ FWC00153493.

¹⁶⁵⁷ FWC00153493.

¹⁶⁵⁸ FWC00153493 at 7 (emphasis added).

¹⁶⁵⁹ FWC00153493 at 7.

governmental agency against the Disclosing Party for breach of any obligations she might owe to such parties”; and even any “criminal proceedings arising as a consequence” of the whistleblower’s cooperation with FIFA.¹⁶⁶⁰

Despite the onerous terms of the proposed agreement and the lack of an representation as to the truthfulness of the information to be provided, FIFA nevertheless had an interest in negotiating some arrangement so that it could assess on its own the whistleblower’s serious—and by then very public—claims of corruption.¹⁶⁶¹ Indeed, the same day the the attorney sent that proposal, FIFA President Blatter was quoted in the news media as saying FIFA would interview the whistleblower in Zurich on May 25.¹⁶⁶²

FIFA counsel responded on May 23, 2011 by outlining “a different approach.”¹⁶⁶³ FIFA now requested that the whistleblower sign an affidavit with all pertinent information about the allegations.¹⁶⁶⁴ Under the agreement as revised by FIFA, the whistleblower would be obligated to “confirm[]” that “the Relevant Information is genuine,” that “all statements” in the “Affidavit will be truthful,” and that “all documents” presented “are true, correct, and not misleading and that all signatures on such documents are genuine.”¹⁶⁶⁵ FIFA’s draft contract provided for protection of the witness’s confidentiality, such as by redacting—or making a “blackened” copy—of the affidavit, and it limited FIFA’s use of the affidavit to

[d]isclosure to any internal bodies of FIFA . . . that conduct an investigation regarding the question of whether irregularities have occurred; [and] [d]isclosure to any administrative judicial, criminal, or other state or similar authority in connection with a formal proceeding.¹⁶⁶⁶

The contract required the whistleblower to be “prepared to appear as a witness before the Internal Authorities of FIFA in order to respond to questions.”¹⁶⁶⁷ FIFA’s proposal did not contain any indemnification provisions.¹⁶⁶⁸

Mr. Barker responded on May 23 with a flat rejection of FIFA’s counter-proposal: “My Client is not prepared to assist on these terms.”¹⁶⁶⁹ He asserted that it was “wholly unreasonable” to have the whistleblower meet at a “time and date

¹⁶⁶⁰ FWC00153493 at 7-8.

¹⁶⁶¹ FWC00182740.

¹⁶⁶² *See, e.g.*, FWC00156022.

¹⁶⁶³ FWC00153411.

¹⁶⁶⁴ *See* FWC00153411.

¹⁶⁶⁵ FWC00153413.

¹⁶⁶⁶ FWC00153413.

¹⁶⁶⁷ FWC00153413.

¹⁶⁶⁸ *See* FWC00153413-16.

¹⁶⁶⁹ FWC00153430.

which have been prematurely and so publicly disclosed by FIFA's President, Mr. Blatter"; that FIFA had "already agreed," through Mr. Eaton's May 20 email, to indemnify the whistleblower "in relation to any future legal actions and for my client's own legal costs and expenses"; and that FIFA's draft contract represented a "radical departure from what was previously agreed." He asked for the same "terms previously set out by us," while conceding that the whistleblower was willing to consider an affidavit, rather than an interview, "but I see no need for it to be given in Zurich."¹⁶⁷⁰

After receiving Mr. Barker's email, Mr. Eaton emailed FIFA counsel to clarify what he believed he had agreed to, namely, to protect the whistleblower's anonymity and personal security, and to indemnify the whistleblower with regard to "personal expenses incurred (for the meeting)" and "in relation to any future legal actions and for her own legal costs and expenses (directly arising from her meeting with FIFA)."¹⁶⁷¹ FIFA informed Mr. Barker on May 24 that "FIFA agrees to receive a written confidential sworn affidavit,"¹⁶⁷² but Mr. Barker replied that the whistleblower would not "proceed further" without the "assurances and indemnities" from FIFA sought in Mr. Barker's initial draft contract.¹⁶⁷³ In turn, FIFA asserted that the "conditions of your draft are not acceptable," but it invited the whistleblower to send a "blackened" affidavit that included the pertinent information while redacting portions that would reveal the whistleblower's identity.¹⁶⁷⁴

It appears from the record that FIFA's discussions with the whistleblower's attorney did not progress from there. No agreement was reached and no information was provided.¹⁶⁷⁵

c. Recantation

Approximately six weeks later, on July 8, 2011, FIFA received an email from "Qatar Whistleblower" under the subject line "Retraction."¹⁶⁷⁶ The writer claimed to be the "Qatar 2022 Whistleblower who has made the allegations against Qatar and certain exco-members" writing "to explain to you the truth" and to express a willingness "to give you a full legal affidavit."¹⁶⁷⁷ Attached to the email, purportedly

¹⁶⁷⁰ FWC00153430.

¹⁶⁷¹ FWC00153429.

¹⁶⁷² FWC00153522.

¹⁶⁷³ FWC00153521.

¹⁶⁷⁴ FWC00153521.

¹⁶⁷⁵ FWC00182761.

¹⁶⁷⁶ FWC00153515.

¹⁶⁷⁷ FWC00153515.

in order to prove the author's identity, were materials related to the previous correspondence between the whistleblower's attorney and FIFA.¹⁶⁷⁸

Another email, addressed to the attention of "Qatar World Cup 2022 Bid, FIFA, CAF, AFC," arrived the following day.¹⁶⁷⁹ The writer identified herself both as the "Qatar Whistleblower" and by her real name, and explained, "I am sending an apology for having told the media lies about the behavior of the Qatar 2022 World Cup bid."¹⁶⁸⁰ Attached were a signed letter of apology¹⁶⁸¹ and a signed affidavit¹⁶⁸² recanting the prior allegations: "I have lied about all facts concerning the behavior and practice of the Qatar 2022 Bid."¹⁶⁸³

The signed affidavit proceeded to retract what it characterized as false information that had led to publicly reported false allegations, including material the Sunday Times submitted to Parliament alleging that the Qatar bid team had paid Issa Hayatou, Jacques Anouma, and Amos Adamu \$1.5 million each:

A number of newspapers, and other media outlets including the Sunday Times and the Wall Street Journal, have relied on a "whistleblower" who reported being present when the Bid offered US\$1.5 million to three FIFA Exco members, Issa Hayatou of Cameroon and Jaques Anouma of the Ivory Coast, and Amos Adamu of Nigeria each, to secure their votes. The allegation was also repeated by the Sunday Times to the Commons Select Committee enquiry.

I know that the Wall Street Journal and the Sunday Times (including the submissions to Parliament) are referring to and quoting me. I did say the things quoted, but those things were not true.

I would like to make very clear that in fact I have no knowledge at all of any such meetings with Hayatou, Anouma and Adamu. My previous statements saying differently to the journalists were fabricated and untrue. I also was never made aware or have reason to believe that the Bid ever considered offering payments of that type to anyone.¹⁶⁸⁴

¹⁶⁷⁸ FWC00153515.

¹⁶⁷⁹ FWC00153504.

¹⁶⁸⁰ FWC00153504.

¹⁶⁸¹ *See* FWC00153502-03.

¹⁶⁸² *See* FWC00153508-14.

¹⁶⁸³ FWC00153502 (emphasis in original).

¹⁶⁸⁴ FWC00153510.

The whistleblower further admitted that she had materially altered a memorandum purportedly drafted by a consulting company engaged by Qatar 2022. She stated in the affidavit that she “added” language to the document, which discussed the financial crisis in Argentina, including these points: “QFA to investigate further how to help the clubs with their growing debt. Qatar to be seen as helping football clubs in trouble.”¹⁶⁸⁵ According to the affidavit, she then gave the document to reporters and told them that any insertions came from the bid team’s “senior management,” when in fact she had added the language herself before sending the document to the press for publication.¹⁶⁸⁶ In contrast, while the whistleblower stated that she had given the Wall Street Journal the January 4, 2010 meeting minutes the publication subsequently described,¹⁶⁸⁷ she did not assert that she had altered that document.¹⁶⁸⁸ “As far as I know,” the affidavit stated, the meeting minutes were “generated from a brainstorming session.”¹⁶⁸⁹

Both the letter and the affidavit offered apologies and explanations for what they described as the earlier false allegations. While working for the bid in November 2009, the whistleblower wrote, she was “informed the Bid was looking to replace me in my position as media specialist and I left.”¹⁶⁹⁰ As a result, she stated in the affidavit,

I was hurt and very bitter. . . . I wanted to hurt the Bid like they had hurt me. I also wanted to show them that I could control the international media and started speaking with the journalists about Qatar, and became the “Qatar Whistleblower.” As I mentioned before, I found an audience that was very willing to believe what I was saying without checking further. . . .

Things were becoming too serious though, and the story became much bigger and more high profile than I thought it would. Mr. Blatter said the whistle blower would be in Zurich to give evidence to FIFA, which was serious—it was never my intention to go to FIFA. He also said that on the basis of the story from the whistleblower there could be a revote on 2022.

It had gone too far. It was not my intention to make Qatar lose the bid and so I contacted a team member from the Bid.

I am making the statement now to correct the position. I am rectifying the situation. I did something that I am not too proud of.

¹⁶⁸⁵ FWC00153510.

¹⁶⁸⁶ FWC00153510-11.

¹⁶⁸⁷ *See* FWC00179762-65, at FWC00179764.

¹⁶⁸⁸ *See* FWC00153511.

¹⁶⁸⁹ FWC00153511.

¹⁶⁹⁰ *Id.* at FWC00153512.

I want to make clear that Qatar 2022 bid committee never engaged in the behaviour I accused them of.¹⁶⁹¹

She also wrote that the “facts stated in this affidavit are true and correct” and that “I have chosen of my own accord, without the influence of any other person or organisation or any payment, to make this affidavit.”¹⁶⁹²

The affidavit was signed and notarized on July 1, 2011.¹⁶⁹³ The retraction was widely reported in the press.¹⁶⁹⁴

2. *Contact with the Investigatory Chamber*

In December 2012, more than a year after that public recantation, the Chairman of the Investigatory Chamber was approached by a lawyer who claimed to represent a “witness” with information about the bidding process for the 2018 and 2022 FIFA World Cup.¹⁶⁹⁵ That “witness” was in fact the former so-called “Qatar Whistleblower” (“QW”). During an initial interview on May 13, 2013, QW told the Investigatory Chamber that her retraction was a lie and her initial allegations were true.

From the outset, serious concerns about QW’s credibility were apparent. She had made public allegations and then retracted those allegations in a sworn statement. That statement described a motive—revenge against a bid team she felt had rejected her—that seemed consistent with her actions. Nevertheless, given the seriousness of QW’s allegations, and the fact that others had advised the Investigatory Chamber to contact QW, the Investigatory Chamber determined that QW deserved a full and fair opportunity to provide information relevant to this inquiry.

QW made herself available to the Investigatory Chamber over the course of more than a year, and she provided voluminous records and other materials, including emails from a Gmail account, Skype conversations, and Blackberry messages. She was represented by experienced legal counsel throughout this inquiry, and that counsel acted professionally and responsibly before the Investigatory Chamber at all times. QW did not request any compensation other than reimbursement for documented, agreed-upon expenses incurred solely as a result of her cooperation with the present investigation. Reimbursement for those expenses was never paid to QW.

¹⁶⁹¹ FWC00153512.

¹⁶⁹² FWC00153509.

¹⁶⁹³ See FWC00153508.

¹⁶⁹⁴ See, e.g., FWC00185954-55; FWC00185956-57.

¹⁶⁹⁵ See FWC00186018.

By far the most serious allegation related to the bidding process that QW discussed with the Investigatory Chamber was her assertion that during the CAF Congress in late January 2010, representatives of the Qatari bid team offered \$1.5 million each to Executive Committee members Issa Hayatou, Jacques Anouma, and Amos Adamu. This was the same allegation previously made to the Sunday Times, submitted to the British Parliament, and specifically recanted in QW's sworn affidavit.

In order to bolster her concededly damaged credibility, QW also produced a number of journals she said she wrote while working for the bid team.¹⁶⁹⁶ QW claimed she had never revealed the journals to any reporter. The Investigatory Chamber reviewed the journals, confirmed that they corroborated QW's allegation of bribery, and sent the journal containing the most significant allegations for forensic testing. The Investigatory Chamber also interviewed QW about this topic in detail twice.

a. Initial Credibility Assessment

As noted above, the Investigatory Chamber approached QW with serious credibility concerns given her prior conduct. The issue was whether those concerns could be overcome. The subsections below summarize factors that, in the Investigatory Chamber's initial assessment, undermined or bolstered QW's credibility. QW's legal counsel prepared a detailed memorandum analyzing this same issue,¹⁶⁹⁷ and the Investigatory Chamber considered that document carefully along with the rest of the record before reaching its own determinations.

i. Reasons to Doubt QW's Allegations

Aspects of QW's history and renewed allegations raised doubts about her reliability for truthfulness.

(A) Explanation of Recantation

QW's sworn statement, which recanted the allegations QW later resuscitated before the Investigatory Chamber, needed to be explained. QW essentially claimed that she recanted under duress.¹⁶⁹⁸ The material in the record, however, did not reflect the coercion she described.

For example, QW represented that she felt personally threatened by Qatar bid official, Nasser Al-Khater during an exchange on June 19, 2011.¹⁶⁹⁹ The record, which includes email correspondence, Skype messages, and audio recordings from

¹⁶⁹⁶ See FWC00139772-40542.

¹⁶⁹⁷ See FWC00173453-72.

¹⁶⁹⁸ See FWC00156146-50.

¹⁶⁹⁹ See FWC00156146; FWC00156140-41.

phone conversations between QW and Mr. Al-Khater, does not provide any basis for her reaction. For example, later that same day in June 2011, QW wrote in an email to Mr. Khater, “I am going to fix all the harm I did to you and the bid—this is a promise and I am putting it in writing so that you believe me. I am truly sorry, but I will fix it I promise Nasser.”¹⁷⁰⁰ That message seems to suggest only feelings of regret. Nor does the record reflect any other threatening or intimidating conduct by Mr. Al-Khater.

Similarly, QW alleged that her legal counsel at the time, Steven Barker, told her in or around June 2011 that Qatar 2022 had “put me on some hit list” and thus “my life was in danger.”¹⁷⁰¹ Again, however, no evidence beyond QW’s own assertions shows Mr. Barker conveying that information or of anyone in Qatar making such a threat.

QW also asserted that the Qataris coerced and manipulated her into retracting her allegations by threatening to take legal action to seize property she owned in another country. She said she has “[b]een told” that legal action already been taken against her in Qatar, leading to a judgment “that I owe the Qatar bid \$1 million”—a judgment that she has never seen, but that she feared the Qataris would seek to enforce by claiming her property.¹⁷⁰² Under threat of this and other potential lawsuits, QW said, she agreed to retract her allegations in exchange for a “legal letter” promising that Qatar 2022 would not to take any legal action against her.¹⁷⁰³ QW further asserted that after she signed the recantation, Qatar 2022 failed to provide the letter releasing her from liability as promised, citing an October 21, 2011 letter to QW from a lawyer representing Qatar 2022 as an example.¹⁷⁰⁴ The letter summarized the background of QW’s allegations and recantation, reaffirmed that the recantation was truthful while the allegations were not, and stated:

Plainly in light of your previous conduct referred to above, the Bid Committee and its individual members, as not encompassed in the Supreme Committee, would be quite entitled to bring legal action against you, for example in defamation or breach of confidence. However, neither the Bid Committee nor Supreme Committee has pursued any legal action against you so far and neither has any wish to bring any legal claim against you in the future.

You should nonetheless be aware that the position of the Bid Committee and the Supreme Committee in respect of bringing any

¹⁷⁰⁰ FWC00156146.

¹⁷⁰¹ FWC00183217; FWC00173453.

¹⁷⁰² FWC00183286-89.

¹⁷⁰³ FWC00183284-87.

¹⁷⁰⁴ FWC00173470-72.

legal claim against you would be different if at any time in the future you were:

- to make any allegations to the media or to any third party which relate in any way to the Bid Committee, the Supreme Committee or individuals connected with the Bid Committee or the Supreme Committee or disclose or purport to disclose any information which is or which is allegedly confidential to the Bid Committee or the Supreme Committee; or
- to seek to communicate directly with in any way whatsoever any current or former member or employee of the Supreme Committee or the Bid Committee.

In either such eventuality, legal action in respect of your past conduct as well as in respect of any further conduct you may have undertaken of concern to the Bid Committee and the Supreme Committee would be very likely.¹⁷⁰⁵

According to QW, that language did not release her from liability as agreed because she still did not “have anything that says they’re not going to take a legal action against me in” the country where she owned the property.¹⁷⁰⁶ The letter, QW said, “basically is threatening me all over again.”¹⁷⁰⁷ In the Investigatory Chamber’s view, however, the letter made clear that the Qataris neither “pursued any legal action against” QW nor had “any wish to bring any legal claim against” QW, and it stated that they would consider suing QW in the future only in the event she renewed the allegations that she had since sworn were false.

In sum, there is no support in this record—besides the testimony of the source herself—that anyone affiliated with Qatar 2022 made any inappropriate threat or that QW recanted only because of intimidation by the bid team.

Nor does any evidence of QW’s conversations with Qatar bid officials or their representatives indicate that they or QW believed any statement in the affidavit to be false. For example, records reflect Mr. Al-Khater making harsh comments to QW about her motivation for accusing the Qatar bid of corruption, and urging her to retract those claims because it is “the right thing to do.”¹⁷⁰⁸ At no point, however, do the records reflect a response by QW defending her decision to make the allegations with a statement to the effect of, “You know I am telling the truth.” This is especially troubling in light of the claim by QW that she told Mr. Al-Khater

¹⁷⁰⁵ FWC00173471-72.

¹⁷⁰⁶ FWC00183288.

¹⁷⁰⁷ FWC00183288.

¹⁷⁰⁸ FWC00156140-41.

details of the bribes offered to the Executive Committee members made at the CAF Congress very soon after the offers were allegedly made.¹⁷⁰⁹ When asked to explain that omission, QW told the Investigatory Chamber that “he knew the truth” and that she felt she felt she was “being judged” and criticized not as much “for going out and saying the truth as for prosecuting all the Arabs out there and . . . hurting every Arab out there and ruining their reputation.”¹⁷¹⁰ The Investigatory Chamber did not find that explanation persuasive.

(B) Motivation and Bias

Evidence QW provided of her communications with Mr. Al-Khater revealed potential motivations, including one not expressly acknowledged in the recantation, for QW to fabricate allegations against Qatar 2022. In a June 2011 Skype conversation in which Mr. Al-Khater tried to persuade QW to sign an affidavit recanting her allegations, QW said that she “honestly” had two concerns about retracting her claims:

[QW]: one i[’m] scared of being or feeling alone without them

nasser: who’s them?

[QW]: the journalists

[QW]: Sometimes they are the only ones I chat too [*sic*]...

nasser: ok

...

[QW]: and two I hate the feeling of helping hassan¹⁷¹¹

The obvious animosity QW felt toward the bid team and specifically CEO Hassan Al-Thawadi was a motivating factor set out in QW’s recantation.¹⁷¹² In the conversation quoted above, QW identified to Mr. Al-Khater an additional reason to resist the request to retract, namely, a need for attention and companionship from journalists. Based on our review of the extensive records QW provided of her contact with various reporters, QW’s statement that she feared “being or feeling alone” without the attention of journalists rings true.¹⁷¹³

(C) Alteration of Documents

In recanting her allegations—a critical credibility issue on its face—QW also referenced certain documents she gave reporters in an effort to corroborate her accusations. As summarized above, whereas QW admitted in her affidavit that she “added” sentences to a consultant’s memorandum to create the false impression that “senior management” from Qatar’s bid recommended making improper payments to

¹⁷⁰⁹ FWC00139770.

¹⁷¹⁰ FWC00183213.

¹⁷¹¹ FWC00156139; *see also* FWC00183218.

¹⁷¹² *See* FWC00153512.

¹⁷¹³ *See, e.g.,* FWC00155938.

Argentina, she did not claim to have altered the January 4, 2010 meeting minutes that reflected a proposal to try to circumvent bidding regulations.¹⁷¹⁴

QW maintained in her interviews with the Investigatory Chamber that both documents were in fact authentic.¹⁷¹⁵ QW told the Investigatory Chamber that she had indeed added language to the Argentina memorandum, but that she had done so during the bidding process, not in preparation for sending the document to journalists.¹⁷¹⁶ She further stated that she added the language to the memorandum with assistance from Mr. Al-Khater as they prepared to forward the document to Qatar 2022 CEO Hassan Al-Thawadi.¹⁷¹⁷ The added text, however, was inserted directly into the document in a manner that provided no way to distinguish the additions from the memorandum's original language. QW could not explain why she and Mr. Al-Khater would have added a recommendation to a consultant's memorandum without highlighting for Mr. Al-Thawadi that it was being made by two of his most senior internal advisors.¹⁷¹⁸

By contrast, Qatar bid officials disputed the authenticity of the added language in the Argentina memorandum, and Mr. Al-Khater specifically denied having added anything to that memorandum.¹⁷¹⁹ At the same time, the bid team conceded that the document reflecting the January 4, 2010 meeting minutes was authentic.¹⁷²⁰ That concession lends credibility to the Qataris' position that QW improperly altered the Argentina memorandum. These indications that QW manipulated physical evidence to support a baseless allegation further damaged her credibility.

ii. Reasons to Credit QW's Allegations

There were also reasons to credit QW's statements. Unlike others who approached the Investigatory Chamber, QW had no discernible interest in publishing any account of her experiences with the World Cup bidding process and this investigation, or in otherwise leveraging her involvement with this inquiry to her personal financial or professional advantage.¹⁷²¹ As noted above, she never requested money or any other benefits from the Investigatory Chamber beyond reimbursements for accounted-for expenses incurred as a consequence of her willingness to assist this inquiry. QW also appeared to honor the Investigatory Chamber's requests that she refrain from commenting on her interactions with

¹⁷¹⁴ See Part X(H)(1)(c).

¹⁷¹⁵ See FWC00183128-39, FWC00183143.

¹⁷¹⁶ See FWC00183129-30.

¹⁷¹⁷ See FWC00183129-33.

¹⁷¹⁸ See FWC00183131-41.

¹⁷¹⁹ See FWC00183852-53.

¹⁷²⁰ See, e.g., FWC00138594-96.

¹⁷²¹ See FWC00183297.

investigators to the media or other potential witnesses, or from making any other disclosures that could jeopardize the integrity of the ongoing investigative process.

Then there were QW's journals, which provided the strongest support that her allegations were true. On their face, the handwritten accounts in the journals mirrored QW's original allegations. Moreover, QW stated that she had never shared the journals with any reporter or other investigatory body.¹⁷²²

QW gave the Investigatory Chamber twelve journals in all, each chronicling in longhand a different period in the bid. QW said she had "always written" in journals since she "was a teenager."¹⁷²³ While it was not her practice to write every day, she said, when she did write she did so usually at night to recount events that occurred "that day."¹⁷²⁴ When she traveled, she said, she tended to write more often, especially if, as in Angola during the January 2010 CAF Congress, she had more free time.¹⁷²⁵ In all cases, the entries were nearly "[c]ontemporaneous" accounts of the events they described.¹⁷²⁶ QW characterized these journals as "personal":

I just write. I mean, I've always written. . . . I usually especially write . . . when I'm depressed. I like writing poems, so I—I write poetry. I love collecting quotes, so I do that. And then, I mean, like I always have to-do lists. And then I just write. And they were note keeping, they were—they're personal.¹⁷²⁷

Consistent with that description, some of the journals were filled with deeply personal information and descriptions of daily events,¹⁷²⁸ some contained notes from meetings among members of the bid team,¹⁷²⁹ and others had random quotations sprinkled throughout.¹⁷³⁰ The journal entries from her time in Angola in late January 2010, where she alleged that the Qatar 2022 officials offered bribes to FIFA Executive Committee members, appeared on their face to be prepared in a similar manner as the other entries; the only apparent difference was that some of the Angola entries, unlike accounts in other journals, appeared to be dated more regularly than other entries. Most importantly, the level of detail in all of the entries, including the description of the alleged bribe offers, lent credence to QW's representation that the journals contained near-contemporaneous accounts of real events.

¹⁷²² FWC00183200-01.

¹⁷²³ FWC00183047.

¹⁷²⁴ FWC00183048-49.

¹⁷²⁵ *See* FWC00183049.

¹⁷²⁶ FWC00173453.

¹⁷²⁷ FWC00183047; *see also* FWC00183047-51.

¹⁷²⁸ *See, e.g.*, FWC00139993-140101.

¹⁷²⁹ *See, e.g.*, FWC00139854-926.

¹⁷³⁰ *See, e.g.*, FWC00140388-428.

b. Analysis of the Angola Bribery Allegation

The allegation by QW that the Qatar bid team offered bribes of \$1.5 million each to three FIFA Executive Committee in Angola demanded close examination. The subsections that follow recount the allegation itself and the Investigatory Chamber's assessment of the relevant evidence.

i. QW's Written and Oral Account, as Presented to the Investigatory Chamber

QW's oral narrative of the events that allegedly took place in Angola was consistent in all material respects with the information set forth in the relevant journal. According to those written and oral accounts QW proffered to the Investigatory Chamber, this is what occurred:

Throughout her time in Angola for the CAF Congress in late January 2010, QW "was in really bad shape."¹⁷³¹ She believed, based on recent events, she would soon lose her job on the bid committee.¹⁷³² She was also reeling from a recent and significant personal event unrelated to the bidding process.¹⁷³³ QW took sleep medication and possibly other medication while in Angola.¹⁷³⁴

The bribes were offered to the FIFA Executive Committee members on January 29, 2010. QW took medication that morning "that was supposed to kind of calm you down, but with me it just kind of knocked me out."¹⁷³⁵ Later, Qatar 2022 CEO Hassan Al-Thawadi addressed the CAF Congress, a significant event for the bid team.¹⁷³⁶ QW claimed she "slept through" Mr. Al-Thawadi's presentation.¹⁷³⁷ Around 10:30 that night, QW was summoned from her hotel room to Mr. Al-Thawadi's suite in order to help provide a French-English translation.¹⁷³⁸ When she arrived, a person described in the journal as "Dr. B"—which QW confirmed to the Investigatory Chamber referred to Andreas Bleicher¹⁷³⁹—opened the door.¹⁷⁴⁰ In addition to Mr. Bleicher, Amadou Diallo and Hassan Al-Thawadi were in the room.¹⁷⁴¹ QW believed she was summoned to translate for Messrs. Bleicher and

¹⁷³¹ FWC00182997.

¹⁷³² FWC00182997.

¹⁷³³ FWC00182997.

¹⁷³⁴ FWC00182995:3-5.

¹⁷³⁵ FWC00182997:23-24.

¹⁷³⁶ See FWC00183067-68; FWC00140342.

¹⁷³⁷ See FWC00182997.

¹⁷³⁸ FWC00183078-79; FWC00140346.

¹⁷³⁹ See FWC00183089.

¹⁷⁴⁰ FWC00183087.

¹⁷⁴¹ FWC00183086; FWC00139764.

Diallo; Mr. Bleicher did not speak French, while Mr. Diallo spoke only French.¹⁷⁴² QW was told to sit down and wait.

One by one, three FIFA Executive Committee members from CAF—Issa Hayatou, Jacques Anouma, and Amos Adamu, in that order—entered the room, spoke briefly with the others, and was offered \$1.5 million in exchange for his vote.¹⁷⁴³ Each meeting followed a similar pattern: It started with Mr. Diallo “break[ing] the ice,”¹⁷⁴⁴ then turned to discussion of Mr. Al-Thawadi’s presentation about Qatar’s bid, followed by Mr. Bleicher providing an overview of Aspire and “what they were going to do with Africa.”¹⁷⁴⁵ The group spoke French to Messrs. Hayatou and Anouma, and a mix of English and French with Mr. Adamu.¹⁷⁴⁶ Mr. Bleicher, however, spoke only in English.¹⁷⁴⁷ QW believed she was present in order to provide English-to-French translation for the parties, but when she started “translating when they’re in French to Bleicher,” he “kind of shut[] me down,” seemingly because “he didn’t want me to be interrupting everything.”¹⁷⁴⁸ Likewise, “when Bleicher was talking” in English and QW tried to translate into French for Mr. Diallo, who spoke “maybe 20 words of English,” Mr. Diallo “kind of was shutting me down.”¹⁷⁴⁹

QW described each meeting in detail in her journal very late that night or early in the following morning.¹⁷⁵⁰ According to that journal entry, Mr. Hayatou’s meeting began with a discussion of Mr. Al-Thawadi’s address to the CAF Congress, followed by “a silence.” Then “Dr. B starts talking about Aspire and Hayatou is just nodding. And Dr. B says the Academy wants to change its practices and that instead of just training players for the Q, they want to train African athletes and send them home!!!!”¹⁷⁵¹ A brief discussion about South Africa followed and then,

all of a sudden Diallo says Qatar needs Africa to win (since when is he in our strategy, I don’t know) and Hayatou just like is nodding his head and says that Africa has had its chance and agrees that Q . . . should be given a chance and then BOOM this happened incredibly quickly but Diallo says to Hayatou Qatar needs your assurance for your vote and as you know we are committed to football in Africa and Hassan jumps in saying our relationship with football in Africa is a long-term relationship that began long before

¹⁷⁴² FWC00183090; FWC00139764.

¹⁷⁴³ FWC00183092.

¹⁷⁴⁴ FWC00183097.

¹⁷⁴⁵ FWC00183097.

¹⁷⁴⁶ FWC00183097.

¹⁷⁴⁷ FWC00183097-FWC00183098.

¹⁷⁴⁸ FWC00183090.

¹⁷⁴⁹ FWC00183093.

¹⁷⁵⁰ *See* FWC00183087.

¹⁷⁵¹ FWC00140351-52.

we bid And then Diallo says to show their generosity Qatar wants to invest an additional ONE MILLION DOLLARS to your FA.

I think my eyes must have jumped out of my head right then and there b/c Hassan gave me The Look.

Hayatou meantime laughs and says that's "quite a gift but I would suspect that my gift to you is priceless." And then Diallo just laughs and says how about ONE MILLION AND A HALF. Hayatou laughs again and then he says that is a very generous gift for Africa.

And then Hassan blurts out so we have your word that you will vote for us→but it was kind of funny 'cause he said vous instead of nous. So I correct him and DAMN I thought Hassan was gonna kill me. But Hayatou just laughed and kept saying, "Oui, oui, vous avez mon vote."¹⁷⁵²

After Mr. Hayatou left, "Diallo and Hassan clap each other on the back and Dr. B is smiling as Hassan tells him 1 down!!!"

Mr. Adamu entered the room next. After some preliminary discussions, "Dr. B starts talking about Aspire and its footballers and how it wants to help Africa," and "Adamu says that Aspire Football for Dreams is truly inspirational." Similar exchanges ensued before

Diallo says that Q wants to keep sponsoring FA's in Africa and says that Q is prepared to make a gift. And Adamu . . . says that HE is prepared to make any sacrifice for Africa and TAKE any gift on its part. And Diallo announces that Q is offering \$1.5 MILLION to Adamu, but of course this gift is based on the gift that Adamu will give to Q. And Adamu laughs and says he had already promised to vote for Q from the first day he heard they were gonna bid. But of course the gift would be accepted by him.¹⁷⁵³

Finally, it was Mr. Anouma's turn. After some discussion about the recent tragic events in Togo and about the Qatar bid's interest in supporting preparations for the upcoming World Cup in South Africa,

Dr. B tries to talk about Aspire but Anouma kind of brushed him aside. I couldn't get a feel if he hated the . . . program or was just not interested. So Diallo quickly explains that Q wants to help and

¹⁷⁵² FWC00140355-59 (emphases in original).

¹⁷⁵³ FWC00140368.

would like to “sponsor” FA’s across Africa in football development. And all of a sudden Anouma smiles and says “I know of your generous gift.” Diallo was kinda surprised and kept saying well Q is trying to sponsor several grassroots initiatives. But hey let me tell ya this guy was not up for any nonsense. Nope he just wanted it clear and actually asked “SO how much is this GIFT you offering me?” And Diallo right on the ball says gift is for \$1.5 and Anouma says and all you want in return is my vote. And Hassan says yes we want you to support our bid. And Anouma smiled and said “my vote is in your pocket.” HA! More like my vote is in your wallet.¹⁷⁵⁴

* * *

As the summary above makes clear, QW described these bribe offers in vivid detail, both in her statements to the Investigatory Chamber and in the journal entry she said she wrote almost immediately after these events. Her accounts provided specific information not only about the topics discussed during the Qatar bid officials’ interactions with Messrs. Hayatou, Adamu, and Anouma, but also about the role and relationship of each individual in the room. There was no ambiguity and no doubt about what occurred and who was present. During one meeting with the Investigatory Chamber, QW even sketched out a diagram of the room and identified where everyone was when the bribes were offered: “I’m sitting next to Diallo,” she said, pointing to a spot in the diagram. “Diallo’s here and Bleicher’s here.”¹⁷⁵⁵

ii. Evidence Undermining the Allegation

This same level of detail proved fatal to QW’s credibility.

QW never wavered in her assertion, which was reflected throughout the journal entry purportedly prepared almost immediately after the late-night January 29 meeting, that the bribes were offered¹⁷⁵⁶ in Mr. Bleicher’s presence. Indeed, it was Mr. Bleicher’s presence that explained QW’s: He did not speak French, so she was summoned to translate. For every meeting, Mr. Bleicher spoke about the precise topic one would expect given his background, namely, Aspire Academy. QW

¹⁷⁵⁴ FWC00140375-76.

¹⁷⁵⁵ FWC00183088-89.

¹⁷⁵⁶ In order to investigate QW’s claims that the funds were promised to Messrs. Anouma and Hayatou purportedly for their respective FAs, the Investigatory Chamber obtained bank statements and other financial documents from the member associations of Cameroon and the Ivory Coast for the year 2010. See FWC00168297-FWC00168514 (Cameroon); FWC00172833- FWC00172970 (Ivory Coast). Those documents appeared to reflect neither questionable payments in an amount approaching \$1.5 million nor any other payments from an entity in Qatar or associated with Qatar’s bid.

even recalled Mr. Bleicher's reaction to the \$1.5 million offers: "Nothing."¹⁷⁵⁷ She elaborated:

I remember, I was just like, looking at Hassan. I was just—'cause Hassan was kind of at this angle to me. So Bleicher was kind of like that, kind of like that. And I mean, I just got kind of warning look, "Be quiet." But yeah, I would say he was surprised.¹⁷⁵⁸

Significant credible evidence has been produced showing that Mr. Bleicher was not in Angola at the time the alleged meetings occurred.¹⁷⁵⁹ That evidence cannot be reconciled with QW's purportedly near-contemporaneous account placing Mr. Bleicher squarely in the room when the bribes were made. Notably, while QW's allegation about the Qatar bid team bringing Issa Hayatou, Amos Adamu, and Jacques Anouma received considerable media attention in 2011, the detail regarding Mr. Bleicher's presence at the meetings in Angola does not appear to have been previously reported. There is therefore no reason to suspect that Qatar 2022 officials knew as of April and May 2014, when they first produced documents in response to the Investigatory Chamber's requests, that Mr. Bleicher's presence or absence from Angola in late January 2010 would be relevant, let alone material, to a significant issue. Those productions contained voluminous material related to the CAF Congress, including emails and other documents detailing communications and travel arrangements of the various bid personnel who attended the event.¹⁷⁶⁰ None of that material makes any mention of Mr. Bleicher accompanying the Qatar 2022 delegation in Angola.

Despite this discrepancy, the question of whether Mr. Bleicher attended the CAF Congress in Angola did not come to the Investigatory Chamber's attention until officials associated with Qatar 2022 were interviewed in person. During Mr. Bleicher's interview, when the subject of the CAF Congress was raised, he stated, without hesitation, that he had not attended:

Q: Did you have any involvement in organizing the CAF Congress or arranging any of its—

A: No.

Q: The parts of it? You attended the CAF Congress.

A: No.

Q: You did not go to Angola at all?

A. No...

Q: ...I actually thought I saw your travel record somewhere for it, but...

¹⁷⁵⁷ FWC00183092.

¹⁷⁵⁸ FWC00183092.

¹⁷⁵⁹ FWC0013871; FWC0013874; FWC00138500.

¹⁷⁶⁰ *See* FWC00132667-3648, FWC00136239-416, FWC00137363-489.

A: That's impossible.¹⁷⁶¹

Clearly, the interviewer was unaware of any controversy over Mr. Bleicher's presence and even believed—mistakenly, it turned out—that Mr. Bleicher's travel records were among the many documents the Qataris had produced.

Mr. Bleicher's firm denial went even further. Not only had he not been to the CAF Congress, Mr. Bleicher volunteered, but he had "[n]ever been to Angola."¹⁷⁶² Asked why he would not have attend this particular trip, he explained that "[t]he bid had so many different tasks here and there and I also had another job so I—I could not[] attend everything with them."¹⁷⁶³

After the interview, the Investigatory Chamber requested and received documents corroborating Mr. Bleicher's story.¹⁷⁶⁴ A copy of every page in Mr. Bleicher's passport showed entry and exit stamps placing Mr. Bleicher in Qatar, not Angola, during the CAF Congress and the alleged hotel-room meetings in late January 2010.¹⁷⁶⁵ A formal letter from the government of Angola affirmed that Andreas Bleicher has never been issued a visa to enter that country.¹⁷⁶⁶ Mr. Bleicher's own credit card records showed that he ordered Thai food from a restaurant in Doha the evening alleged meetings where bribes were offered took place more than 3,000 miles away in Angola.¹⁷⁶⁷ Time-stamped emails and calendar entries from late January 2010 indicate that Mr. Bleicher was attending budget meetings and generally tending to Aspire matters in Doha while others associated with Qatar's bid were at the CAF Congress.¹⁷⁶⁸

The Investigatory Chamber met with QW to inform her of the results of the forensic analysis of the journal entries¹⁷⁶⁹ purportedly written in late January 2010,

¹⁷⁶¹ FWC00184101-02.

¹⁷⁶² FWC00184102.

¹⁷⁶³ FWC00184103.

¹⁷⁶⁴ *See* FWC00138582-83.

¹⁷⁶⁵ FWC00138352-77, at FWC00138371, FWC00138374.

¹⁷⁶⁶ FWC00138500.

¹⁷⁶⁷ FWC00138345.

¹⁷⁶⁸ *See* FWC00138346-51; FWC00138464-76.

¹⁷⁶⁹ The forensic expert who analyzed the journals noted that while the journal describing events in Angola listed a sequence of dates at the beginning of several entries, "[n]one of the other 11 books contained a similar series of dated entries." *See* FWC00186022. In addition, while "[n]umerous different inks were used in the entries that precede and proceed the questioned ink entries," the "questioned entries in book 9 [which describe the events in Angola] were written over the course of 76 pages using black ballpoint ink." *See* FWC00186025. The expert wrote that an ink-dating analysis of the entry recounting the alleged bribe offers detected the presence of a "volatile organic compound that I do not commonly observe in documents more than 2 years old." *See* FWC00186026. However, the analyst was unaware of "any studies or references in the scientific literature" that would support a conclusion that "the questioned entry is less than 2 years old based on the

and of the assertion by other witnesses that Mr. Bleicher was not in Angola at that time. QW responded that she was certain Mr. Bleicher attended the CAF Congress, and she specifically recalled a photograph of Mr. Bleicher and others associated with Qatar 2022 sitting on a couch in the lobby of the hotel where the CAF Congress was held.¹⁷⁷⁰ She urged the Investigatory Chamber to search for that photograph among the numerous photos she had previously provided.¹⁷⁷¹ Unaware of what material had been provided to the Investigatory Chamber to corroborate Mr. Bleicher's claim that he was not in Angola in late January 2010 or at any other time, QW also recommended that the Investigatory Chamber try to obtain a copy of Mr. Bleicher's passport or seek information from the Angolan government.¹⁷⁷²

Following that meeting, the Investigatory Chamber again reviewed the photographs QW had provided, but was unable to find the one of Mr. Bleicher she described. QW and her legal counsel then searched that same material and they, too, were unable to find such a photograph.¹⁷⁷³

3. Conclusion

On this record, the journals QW provided cannot be relied upon to corroborate QW's story. They appear false as to a material fact—Mr. Bleicher's presence at the meeting where bribes were allegedly offered¹⁷⁷⁴—and there is no explanation for this error that is consistent with QW's unwavering statements about how and when the journal that describes that event was prepared. It appears that, as with the Argentina memorandum, the source has altered evidence to support her allegations.¹⁷⁷⁵ While the other credibility issues discussed above

presence of 3-phe[]noxy-1-propanol." *See* FWC00186026. For this reason, the expert found, "I cannot determine whether the questioned entries in Book 9 were written on or around January 2010, or if they were written in the past two years." *See* FWC00186026.

¹⁷⁷⁰ *See* FWC00183718-19.

¹⁷⁷¹ *See* FWC00183718-20.

¹⁷⁷² *See* FWC00183732.

¹⁷⁷³ *See* FWC00180511.

¹⁷⁷⁴ The CAF Congress in Angola attracted a number of visitors and widespread media attention. The head of another bid team was asked to produce any photographs of the Congress that he had in his possession but he responded that he had none. If additional evidence emerges—such as authentic photographs of Mr. Bleicher attending the event—demonstrating that Mr. Bleicher was indeed in Angola in late January 2010, the Investigatory Chamber would of course reconsider its determination.

¹⁷⁷⁵ One possible explanation for QW's ability to provide so many journals containing richly detailed accounts of other events is that the journal at issue—the one purportedly containing entries written in Angola during the CAF Congress in late January 2010—was re-written at a later date with incriminating details added in an effort to bolster QW's claims in light of the impact of her recantation. In this scenario, Mr. Bleicher needed to be included in the new material because without his presence in the room—and a need to interpret for him—the idea that Hassan Al-Thawadi would invite QW to such a meeting, at a time when as even she admits her status on the bid team was in jeopardy, would have

would likely have made it difficult to rely on QW as a witness, the facts in the record with respect to the journal preclude such reliance in drawing conclusions in this inquiry. Accordingly, the Investigatory Chamber has not relied on any information or material it received from QW in reaching any conclusions in this Report.

I. President Blatter's Assistant

Christine Maria Botta is President Blatter's top assistant, a position she also held during the bidding process.¹⁷⁷⁶ Ms. Botta's husband, Charles Botta, is the President and CEO of Botta Management Group AG, a Swiss firm that manages and consults on large-scale real-estate and development projects.¹⁷⁷⁷ Over the years, Mr. Botta has been contracted to work for FIFA as a stadium consultant, responsible principally for preparing a handbook with recommended specifications for FIFA events.¹⁷⁷⁸ A brochure available on Botta Management Group's website states that the firm also managed aspects of the construction of FIFA's Zurich headquarters.¹⁷⁷⁹

Mr. Botta attended the 2010 FIFA World Cup in South Africa, where he was introduced to the CEO of the Qatar bid, Hassan al-Thawadi.¹⁷⁸⁰ He made a business proposal to Al-Thawadi involving a potential World Cup stadium design.¹⁷⁸¹ While Al-Thawadi did not remember the specifics of the proposal when he was interviewed during this investigation years later, he recalled that the design was "lavish" and involved a stadium resembling a pyramid.¹⁷⁸² Hassan Al-Thawadi and Mr. Botta did not reach any agreement in South Africa.¹⁷⁸³

Documents reviewed during this investigation revealed that after those South Africa meetings, Christine Botta worked to help her husband follow up with Al-Thawadi about business opportunities related to Qatar's bid. On September 9, 2010, she emailed Najeeb Chirakal, the assistant to FIFA Executive Committee Vice President Mohamed Bin Hammam of Qatar, to request "a favour":

My husband Charles met Mohamed Bin Hammam during the World Cup and he was then introduced to the Crown Prince of Qatar. Charles then had several meetings with Hassan (office of

been even more inconceivable. The actual journal used in this case was one from "England 2018," ensuring that there would be no issue that the book she wrote in predated the events recorded.

¹⁷⁷⁶ FWC00182691.

¹⁷⁷⁷ FWC00172950-67.

¹⁷⁷⁸ FWC00172970; FVW00184000; FWC00182691-92.

¹⁷⁷⁹ FWC00172964.

¹⁷⁸⁰ FWC00184000:5-7.

¹⁷⁸¹ FWC00184001.

¹⁷⁸² FWC00184001.

¹⁷⁸³ FWC00172970.

the Crown Prince - I suppose) - would you have the contact details of Hassan ?

Mohamed Bin Hammam and Charles together with the Crown Prince agreed to arrange a meeting after Ramadan and that Charles would go to Qatar during September. Now my question, would you be so kind to check with Mr. Mohamed Bin Hammam which would be the best moment for him to visit Qatar and if and where Charles could send a short letter to the Crown Prince.

I would very much appreciate your kind attention on this and please forward my best wishes¹⁷⁸⁴

Ms. Botta sent the email from a FIFA account.¹⁷⁸⁵ An automated signature line at the bottom of the message identified her as “Director” of the “Executive Office of the President.”¹⁷⁸⁶ Mr. Chirakal forwarded the message to Qatar 2022 CEO Hassan Al-Thawadi on September 14, along with a brief message from Mr. Bin Hammam: “Please find the mail I have received from Office Director of FIFA President and let me know what is the next step for Charles.”¹⁷⁸⁷

Nobody responded to Ms. Botta’s September 9 email. As a result, on December 6, 2010, days after Qatar was selected to host the 2022 World Cup, she again emailed Mr. Chirakal from her FIFA account to request Mr. Al-Thawadi’s contact information:

Dear Najeeb

Hope everything is fine for you! Congratulate — Qatar will for sure do a great job!

May I ask you a favor—I would need the contact details of Hassan Al-Thawadi—CEO of the Qatar Bid. Maybe email and mobile number would be great.¹⁷⁸⁸

This time, Mr. Chirakal replied promptly with Mr. Al-Thawadi’s phone number and email address.

Mr. Botta emailed Mr. Al-Thawadi the next day. His message, sent from his Botta Management account and copying Mr. Chirakal, asked to meet in person to discuss a potential role for Mr. Botta’s firm in Qatar’s World Cup preparations:

¹⁷⁸⁴ FWC00172944.

¹⁷⁸⁵ FWC00172944-45.

¹⁷⁸⁶ FWC00172944.

¹⁷⁸⁷ FWC00172944.

¹⁷⁸⁸ FWC00172946-47.

Dear Hassan

Once again Congratulations!! You did a great and impressive job!

We are on the way to finalize the 5th edition of the 2011 FIFA Stadium Book which will also be translated into the Arabic language if you deemed necessary.

As discussed, I would be pleased to sit together with you in order to discuss how we can be of best service to you and your future activities for the WC 2022.

I could be in Doha on Tuesday, 21 December 2010. Please let me know if this would suit to your plans or if you prefer to meet somewhere else.

Thanks for your feedback.

Best regards,

Charles¹⁷⁸⁹

The emails from Christine and Charles Botta described above were inappropriate. No bidder wants to offend a member, let alone the President, of the FIFA Executive Committee. Likewise, it is fair to assume that bid teams would not want to incur the displeasure of the Director of the President's Executive Office. Ms. Botta stressed that she was not making an introduction between her husband and Al-Thawadi as the two had already met, but was only seeking contact details.¹⁷⁹⁰ While it is true the two had met, her desire for "contact information" does not justify Ms. Botta's request to Najeeb that he check "with Mr. Mohamed Bin Hammam which would be the best moment for him to visit Qatar and if and where [her husband] could send a short letter to the Crown Prince."¹⁷⁹¹

Christine Botta appears to have taken advantage of her position by using her FIFA email account and her FIFA contacts to help her husband pursue a business opportunity with the Qatar bid. A reasonable bidder, upon learning of Ms. Botta's email—sent less than three months before the vote—expressing an interest in connecting that bid to her husband's firm, would have felt pressure to afford Charles Botta special treatment. So, too, would a newly successful bidder who learned of Christine Botta's December 6 email or received her husband's December 7 follow-up message. The December 2, 2010 vote ensured that the Qataris, as they prepared to host the 2022 event, would be interacting with FIFA, including

¹⁷⁸⁹ FWC00172948.

¹⁷⁹⁰ FWC00172970.

¹⁷⁹¹ FWC00172944.

President Blatter, for years to come. They may have been understandably reluctant to begin that relationship by alienating Christine Botta.

Fortunately, in this case, Hassan Al-Thawadi resisted any undue pressure and the bidding process was unaffected. Mr. Al-Thawadi stated that he met with Charles Botta again after the December 2, 2010 vote, but the discussions never advanced into agreements or business arrangements of any kind.¹⁷⁹² Similarly, Christine Botta confirmed that her husband has no business relationship with the Local Organising Committee, the Qatar Football Association, or the State of Qatar.¹⁷⁹³

When shown Ms. Botta's emails, President Blatter said it was the first time he had seen or even heard about Ms. Botta's messages trying to help her husband secure business from Qatar's bid.¹⁷⁹⁴ Ms. Botta corroborated that account, saying she and her husband sent the communications without President Blatter's knowledge.¹⁷⁹⁵ No email in FIFA's servers nor any other evidence in the record suggests otherwise. The day after his interview with the Investigatory Chamber, President Blatter referred the issue to the FIFA Compliance Unit, which followed up with Christine Botta pursuant to Swiss law and internal regulations governing non-executive FIFA employees.¹⁷⁹⁶

Regardless of any action taken by FIFA with respect to the referral to the Compliance Unit, ethics training for high-level staff in the President's office and possibly for others holding similar positions for other high-ranking FIFA officials appears warranted.

J. Goldman Sachs

On October 7, 2013, the Chair of the Investigatory Chamber received an email from a Yahoo address, walter.petersen64@yahoo.com. Under the subject line "Info:Sepp Blatter," the message contained the following text:

Dear Mr M.Garcia,

Can we meet Sir?

Hope to here [*sic*] from you soon..

Regards,

Walter Petersen¹⁷⁹⁷

¹⁷⁹² See FWC00184000-04; FWC00138604.

¹⁷⁹³ FWC00172970.

¹⁷⁹⁴ FWC00182691-92.

¹⁷⁹⁵ FWC00172970.

¹⁷⁹⁶ FWC00172970.

¹⁷⁹⁷ FWC00171435.

Attached in pdf was a four-page document, labeled “Untitled,” that appeared to contain excerpts from a form used to open bank accounts at Goldman Sachs.¹⁷⁹⁸ Entries typed into this particular form purported to reflect general information about an account—or an application to open one—held by Joseph S. Blatter and Julio H. Grondona in their own names.¹⁷⁹⁹ Their “Employer” was listed not as FIFA, where Mr. Blatter serves as President and Mr. Grondona as Senior Vice President, but as “Qatar Transport Group,” where, according to the form, Mr. Blatter’s title was “General Manager” and Mr. Grondona’s was “Sales Director.”¹⁸⁰⁰ While the form did not list what amount the account held or would hold, other entries stated that each account-holder enjoyed an annual income of \$10 million or more, a liquid net worth of \$25 million to \$99,999,999, a total net worth of \$100 million or more, and total assets of \$10 million or more.¹⁸⁰¹ A checked box indicated that the account-holders “**do not consent** to disclosure to non-U.S. taxation authorities” of information related to their account.¹⁸⁰²

The Chairman of the Investigatory Chamber responded to the email from “Walter Petersen” the day it arrived. The reply thanked Mr. Petersen for his message, noted that an investigator who worked with the FIFA Investigatory Chamber was copied on this response, and asked “Mr. Petersen” to contact the investigator “to arrange for a time that we can speak.”¹⁸⁰³ “Mr. Petersen,” whose message did not provide any contact information beyond his email address, never responded. Subsequent events confirmed, however, that the sender received the reply. In January 2014, a Norwegian journalist emailed questions about the four-page document, which the journalist attached, to both the Chairman of the Investigatory Chamber and the investigator who was copied on the October 7, 2013 reply to “Mr. Petersen.”¹⁸⁰⁴ After the questions went unanswered,¹⁸⁰⁵ the journalist noted in a second message to the Chairman of the Investigatory Chamber that “[w]e have also been made aware of the response you gave ‘Walter Petersen’ when you first received the Goldman Sachs documents.”¹⁸⁰⁶

There were many reasons to doubt the Goldman Sachs document’s authenticity. “Walter Petersen” did not provide context about the document or how he obtained it. His initial email expressed a desire to “meet,” but his silence after promptly receiving an invitation to do just that suggested his offer was insincere. Virtually anyone with a computer or typewriter could have typed the information

¹⁷⁹⁸ FWC00171438-41.

¹⁷⁹⁹ FWC00171439.

¹⁸⁰⁰ FWC00171440.

¹⁸⁰¹ FWC00171441.

¹⁸⁰² FWC00171439 (emphasis in original).

¹⁸⁰³ FWC00171435.

¹⁸⁰⁴ FWC00171437; FWC00171443.

¹⁸⁰⁵ *See* FCE Article 36(1) (“The members of the Ethics Committee . . . shall ensure that everything disclosed to them during the course of their duty remains confidential”)

¹⁸⁰⁶ FWC00172848.

about the “account-holders” and “Qatar Transport Group,” an entity whose existence we have been unable to verify, into the form. And the notion that high-profile and supposedly corrupt actors collected apparently illicit funds through a joint account they established under *their own names*—and at a bank based in the United States, rather than in a country with tighter bank-secrecy protections—seemed far-fetched.

Nevertheless, the document’s implicit but deeply troubling allegation—that Messrs. Blatter and Grondona established an account with the apparent purpose of collecting money from a Qatari entity under the false pretense that it was their “employer”—demanded further investigation. We therefore asked FIFA’s legal counsel to obtain a release from Mr. Blatter authorizing Goldman Sachs to disclose whether Mr. Blatter’s account history. Mr. Blatter provided the release as requested, and a Vice President & Associate General Counsel in the Goldman Sachs Legal Department made the following representation in writing:

This is in response to the March 3, 2014 letter of Authorization for Disclosure of Account Information, signed by Joseph S. Blatter, and addressed to Court Golumbic at Goldman Sachs (“Authorization Letter”).

Pursuant to the Authorization Letter, a reasonable search of the records of Goldman, Sachs & Co. and Goldman Sachs International, its broker-dealer affiliate based in the United Kingdom (collectively referred to as “Goldman Sachs” or the “firm”) was conducted for any accounts for Joseph Blatter. Please be advised that our search of the firm’s records indicated no accounts for Joseph Blatter at Goldman Sachs.¹⁸⁰⁷

The Goldman Sachs document from “Walter Petersen” and any related allegations against Mr. Blatter or Mr. Grondona therefore cannot be credited.

It appears this is not the first time a “Walter Petersen” made false allegations about FIFA officials accepting payments from Qatar. In late May 2011, “Walter Petersen” used the same walter.petersen64@yahoo.com email address to send journalists a news release announcing a May 31, 2011 press conference in Zurich concerning “Qatar 2022 / FIFA Revelations of Bribery.”¹⁸⁰⁸ According to the release, a “Mystery Guest” who was an “ex FIFA Official” would present “copies of bank accounts related to Trust Companies” of FIFA Executive Committee members, records of “money transfers of Qatar based Companies,” and other supposed

¹⁸⁰⁷ FWC00171442 (emphasis in original).

¹⁸⁰⁸ FWC00156214-22.

evidence of corruption.¹⁸⁰⁹ The press conference never occurred; the news release, those who received it concluded, was a hoax.¹⁸¹⁰

The facts described above highlight a particular challenge in this investigation: baseless allegations that may be difficult to disprove. For example, a bank would ordinarily be under no obligation to respond to an inquiry from the FIFA Ethics Committee. Fortunately, in this case, further investigation revealed the spurious nature of the allegation.

K. Harold Mayne-Nicholls

The head of the Bid Inspection Group, Harold Mayne-Nicholls, was an active Chairman. He did not personally write every word in the final Bid Evaluation Reports, he said, “but I gave the final approval to every letter.”¹⁸¹¹ Another member of the group, Danny Jordaan, corroborated that account.¹⁸¹² The final product, Mr. Mayne-Nicholls told us, was a “very professional” and “very independent report.”¹⁸¹³

A veteran of previous bid-inspection groups as well as then-President of the Chilean Football Federation¹⁸¹⁴, Mr. Mayne-Nicholls brought relevant experience and expertise to the Bid Inspection Group. But FIFA also appointed him for his independence. “It was clear from the beginning that we didn’t want to have any political representative within the group,” Secretary General Valcke explained.¹⁸¹⁵ Mr. Mayne-Nicholls lived in South America, which, with Brazil slated to host the 2014 World Cup, had no bidders vying to host the event in 2018 or 2022. By his own account, given when he was interviewed in New York in January 2014, Mr. Mayne-Nicholls also had a well-earned reputation for being incorruptible. During a prior bidding process, he recalled, he rejected dinner invitations from one bid nation’s ambassador, agreeing to meet only for “coffee in a public place.”¹⁸¹⁶ Mr. Mayne-Nicholls said he did not witness anything inappropriate during the inspection process—no improper offers or requests from anyone acting in support of a bid, no attempts by others on the Bid Inspection Team to abuse their power for personal gain¹⁸¹⁷—but added that everyone knew better than to bend ethics rules in his presence. “[P]eople from, from soccer, they know me,” Mr. Mayne-Nicholls said. “[A]nd I will have no trouble, if you offer me something, I will go immediately to report it.”¹⁸¹⁸

¹⁸⁰⁹ FWC00156216-17.

¹⁸¹⁰ FWC00156214; FWC00156222.

¹⁸¹¹ FWC00181056.

¹⁸¹² FWC00181297; FWC00181298.

¹⁸¹³ FWC00181115.

¹⁸¹⁴ FWC001810355-FWC00181036.

¹⁸¹⁵ FWC00182727-28.

¹⁸¹⁶ FWC00181055.

¹⁸¹⁷ FWC00181054-56.

¹⁸¹⁸ FWC00181054-56.

1. *The Inspection Group's Awareness of Aspire's Relationship with Qatar 2022*

By the time he and the rest of the Evaluation Group left Qatar, the last stop on the tour of bidding nations, on Friday, September 17,¹⁸¹⁹ Mr. Mayne-Nicholls knew that Andreas Bleicher and Aspire figured prominently in Qatar's bid proposal. The football development chapter in Qatar's bid book referenced Aspire repeatedly and displayed a full-page photograph of Mr. Bleicher, who was identified as Aspire's Executive Director.¹⁸²⁰ A written response to the Bid Inspection team's request for additional information about how the bid "intend[s] to coordinate its development programmes with the FIFA technical and management development programmes" highlighted Aspire's involvement.¹⁸²¹ As reflected on a spreadsheet used by the Bid Inspection team to collect information about the Qatari bid, the bid team's response described training programs to be operated "[w]ith ASPIRE Academy at the forefront of these initiatives" and noted that "ASPIRE has been closely coord[i]nating its existing programs with QFA and AFC."¹⁸²² The Bid Inspection group even toured the Aspire Sports Academy—with Mr. Bleicher serving as the guide—during the second of three full days it spent in Qatar.¹⁸²³ Mr. Mayne-Nicholls asked during the tour if he could test out Aspire's football pitches first-hand; Mr. Bleicher obliged, and Mr. Mayne-Nicholls returned to play football at Aspire that evening.¹⁸²⁴

The evening before the Bid Inspection Group left Qatar, Mr. Mayne-Nicholls attended a press conference where he suggested, in a manner not echoed in public comments he made about any other bid, that the Bid Inspection Report's verdict about Qatar could go either way. "Qatar has the potential to host an international sports event such as the FIFA World Cup," Mr. Mayne-Nicholls remarked, "but it would pose a number of logistical challenges."¹⁸²⁵ Mr. Mayne-Nicholls's assessment of Qatar's capability to handle those challenges would remain a mystery while he drafted and finalized the Bid Evaluation Reports.

During the weeks between the September 16 press conference and his submission of the Evaluation Reports to FIFA in mid-October,¹⁸²⁶ Mr. Mayne-Nicholls's influence over the outcome of Qatar's bid was at its peak.

¹⁸¹⁹ FWC00159579.

¹⁸²⁰ FWC00000382.

¹⁸²¹ FWC00002144.

¹⁸²² FWC00002144.

¹⁸²³ FWC00159578-80; FWC00184162-63.

¹⁸²⁴ FWC00184163.

¹⁸²⁵ FWC00172931; FWC00172935.

¹⁸²⁶ FWC00173962-63.

2. *Requests for Benefits from Aspire*

On Sunday, September 19, 2010, Mr. Mayne-Nicholls sent Mr. Bleicher an email under the subject line “THANKS AND QUESTIONS.” The “QUESTIONS” did not request follow-up information related to Qatar’s bid; rather, they requested that Mr. Bleicher provide certain benefits to Mr. Mayne-Nicholls’s son, nephew, and brother-in-law:

Dear Andreas,

Was a real pleasure to be at the Academy during our visit to Qatar.
Also to play some football and to receive information from your side.

After saying that I would like to ask you two questions:

a) *Do you have possibilities to receive at the football level my son Oliver* (born in october 1994) who is a forward *and my nephew Nicolas* (january 1995) who is a goalkeeper, during january and february *to evaluate and train them?*

b) *M[y] brother in law*, former chilean Davis Cup player, has been in Qatar for holidays a couple of times, and he *is really int[e]rested in having a chance to coach tennis in a professional way in Qatar. May I give him your e-mail and you inform him about any possibility?*

Thanks and best regards,
Harold Mayne-Nicholls¹⁸²⁷

Those requests placed Mr. Bleicher in the position of having to make a difficult choice: grant Mayne-Nicholls special treatment in violation of bidding rules and clear ethical principles, or decline and risk damaging the Qatari bid by alienating Mr. Mayne-Nicholls just as he prepared to draft the final Evaluation Reports. Initially, Mr. Bleicher at least appeared to keep the door open on the former approach. He responded later on September 19, saying “[i]t would be an honor for us to host your son and your nephew for a football evaluation and training period in Aspire,” perhaps in January 2011; and telling Mr. Mayne-Nicholls to “feel free to provide your brother in law with my contact details,” adding, “I could arrange the necessary contacts for him (we as Aspire do not hire the Tennis Coaches ourselves, as the tennis specific training is handled by the Qatar Tennis Federation under a special program).”¹⁸²⁸ Mr. Bleicher also followed up on discussions that he and Mr. Mayne-Nicholls apparently had about an Under-17 team from Chile

¹⁸²⁷ FWC00137280-81 (emphases added).

¹⁸²⁸ FWC00137280.

training at Aspire, noting that Aspire could possibly accommodate the team in early April 2011.¹⁸²⁹

Mr. Mayne-Nicholls's reply, sent later on September 19, pressed Mr. Bleicher for specifics about what Mr. Bleicher could offer Mr. Mayne-Nicholls's son and nephew : "Can you give me more details for my son and nephew. Mainly about the dates, accom[m]odation and training times. And any other aspect you might think will help us to take a final decision."¹⁸³⁰ The message then noted that Mr. Mayne-Nicholls "already gave you[r] e-mail to my brother in law," and it asked Mr. Bleicher to "[p]lease send the invitation" for the Chilean Under-17 squad's April 2011 visit as proposed.¹⁸³¹

Mr. Bleicher wrote back the next day, September 20. As to the request for "more details for my son and nephew," he responded in part that "[t]he accommodation including meals could be in our own Aspire dormitory (they could stay together in a double room or in two single rooms; whatever they prefer) and *we could cover the related cost*."¹⁸³² Mr. Bleicher added that he would be leaving later that day for a week-long business trip, but he planned to "send you the formal invitation for the Chile U17 Team" and "check things for" Mr. Mayne-Nicholls's brother-in-law, who by then had been "in contact with" Mr. Bleicher, after he returned.¹⁸³³

Mr. Mayne-Nicholls replied later on September 20 that "I will come [b]ack to you after talking with my son and nephew."¹⁸³⁴ Then he made some new requests:

a) Invitation in april.

As I have a Club General Assembly next Friday, I would like to announce it. Is possible?

b) Exchange

We have six clubs (Arica, Iquique, Antofagasta -my home town-, Calama, Salvador and Ciopiapo) in the desert zone of the country.

I was wondering if you can receive 6 boys (one from each club) from January to April -for us is the best part of the year, as they are on holiday all January, February and half March- as an exchange activity.

¹⁸²⁹ FWC00137280.

¹⁸³⁰ FWC00137279-80.

¹⁸³¹ FWC00137280.

¹⁸³² FWC00137279 (emphasis added).

¹⁸³³ FWC00137279.

¹⁸³⁴ FWC00137278.

We can send two U15, 2 U16 and 2 U17.

If you agree it can be part of a general agreement between Aspire and our Federation.

Please let me know.¹⁸³⁵

Mr. Bleicher waited three days to respond, and his message suggested that he was no longer comfortable discussing Mr. Mayne-Nicholls's requests. As to Mr. Mayne-Nicholls's prior requests for personal benefits for his son, nephew, and brother-in-law, Mr. Bleicher's email said nothing. As to the other requests, which might have been appropriate if Mr. Mayne-Nicholls served only as the President of the Chilean Football Federation—but were obviously inappropriate given the timing and Mr. Mayne-Nicholls's role as Chairman of the Bid Evaluation Group—Mr. Bleicher withdrew his previous offer related to the Under-17 team, citing scheduling conflicts; and he proposed, without committing to anything, that future discussions related to Aspire and the Chilean Football Federation be conducted through more formal channels:

Dear Mr. President,

I just received the information that our Teams would not be available during the suggested period of time, unfortunately. Our general schedule for this season is already full as we need to plan ahead of time, especially with the international fixtures. Anyhow normally Teams drop out as they sometimes get other official commitments on a short notice, so that there might be a good chance to come, but unfortunately I cannot confirm this today.

As you also suggested, I believe, the best way forward might be to work on a general agreement between Aspire/QFA and your esteemed Federation to get a system in place, which would make things official and reliable for the future. The topic of the 6 boys you asked to send from Jan to April should be thought about carefully as well. So far such long visiting periods never happened before. There are several things to consider, e.g. we also travel with our teams, there are examination periods in between, holidays ... I'd need to talk to our coaches, educational and dormitory staff as well.

Thanks and best regards,
Andreas¹⁸³⁶

Then Mr. Bleicher stopped communicating with Mr. Mayne-Nicholls.

¹⁸³⁵ FWC00137279.

¹⁸³⁶ FWC00137278.

After hearing nothing for a week, Mr. Mayne-Nicholls wrote again to Mr. Bleicher on September 30—still within the narrow window between his inspection tour of Qatar and the submission of the Final Evaluation Reports to FIFA—to ask yet again for personal favors:

Dear Andreas,

Please let me know whenever you have news.

I understand that in April there is no invitation, but we can receive a later one.

And about the 6 players, please let me know what do you think will be possible to do.

Best regards,

Harold

PD: *And about my son and nephew go[[ing in January/February?*¹⁸³⁷

This time, Mr. Bleicher's response was more direct:

Dear Mr. President,

Thank you very much again for approaching Aspire on the different topics raised by you below.

Considering FIFA's ongoing bidding process for the FIFA World Cups 2018/2022 with the involvement of Qatar 2022, we believe it might be advisable not to follow up on these topics at this point, as this might leave space for incorrect interpretations, even though Aspire is not involved in the bidding process, of course not. But other not/wrongly informed parties might mix things up.

If you would deem useful, we could pick-up the discussion after the bid decision in a clean state and also in the context of a co-operation between your esteemed Federation and the QFA. We believe this would be a transparent solution nobody could argue against.

Thank you very much for your understanding.

Best regards,
Andreas Bleicher¹⁸³⁸

¹⁸³⁷ FWC00137277-78 (emphasis added).

Mr. Mayne-Nicholls responded on October 17: “I fully agree. Let us wait until 2011. I think that is the best to establish a Long Term agreement.”¹⁸³⁹ Mr. Bleicher forwarded the entire thread of his emails with Mr. Mayne-Nicholls to top officials on Qatar’s bid team, under the subject line “Aspire - Harold M-N” and with the simple message “Fyi.”¹⁸⁴⁰

The Bid Evaluation Reports issued shortly thereafter were critical of Qatar’s bid,¹⁸⁴¹ as Mr. Mayne-Nicholls has acknowledged and reiterated in public comments in the years since the bidding process.¹⁸⁴²

3. Response to the Investigatory Chamber’s Follow-Up Questions

The communications with Mr. Bleicher came were produced after Mr. Mayne-Nicholls’s interview. The Investigatory Chamber sent a communication to Mr. Mayne-Nicholls noting two follow-up requests “[i]n light of new information we have received.”¹⁸⁴³ First, the communication requested “[a] written statement describing any and all communications you had with Andreas Bleicher or anyone else affiliated with the Aspire Academy during the period January 1, 2010 through December 31, 2011.”¹⁸⁴⁴ For the avoidance of doubt that this request encompassed information about Mr. Mayne-Nicholls’s September 2010 requests related to his son, nephew, and brother-in-law, the letter specified that the statement must include “specific information about when any such communication occurred . . . and the substance of what was communicated, including without limitation details of any requests, offers, agreements, or partnerships that were referenced or discussed.”¹⁸⁴⁵ Second, the letter requested any documents in Mr. Mayne-Nicholls’s possession, including any email correspondence, reflecting communications he had with Mr. Bleicher or anyone else from Aspire in 2010 or 2011.¹⁸⁴⁶ The letter also explained that, to the extent our letter “references an allegation against you or anyone else,” it does so “to give you an opportunity to respond and provide information that will contribute to clarifying the facts of the case, including any facts that may refute the allegation.”¹⁸⁴⁷

In response to the request for records of his email correspondence, Mr. Mayne-Nicholls wrote that he had no records of email communications with Mr. Bleicher from 2010 and 2011, in part because he no longer had access to the same

¹⁸³⁸ FWC00137277.

¹⁸³⁹ FWC00137277.

¹⁸⁴⁰ FWC00137277.

¹⁸⁴¹ *See* Part III(C)(6).

¹⁸⁴² FWC00157725; FWC00157488.

¹⁸⁴³ FWC00172938.

¹⁸⁴⁴ FWC00172938.

¹⁸⁴⁵ FWC00172938.

¹⁸⁴⁶ FWC00172938.

¹⁸⁴⁷ FWC00172938-39.

accounts he used during that period.¹⁸⁴⁸ That response was credible. Mr. Mayne-Nicholls appears to have corresponded with Mr. Bleicher using his account with the Chilean Football Federation¹⁸⁴⁹, which he left in early 2011.

Mr. Mayne-Nicholls's response to the Investigatory Chamber's request for a description of his 2010 and 2011 discussions with Mr. Bleicher, including any requests or offers, appears misleading. He wrote, in relevant part, that while he could not find records of 2010 and 2011 communications with Mr. Bleicher,

I remember exchanging mails with him, asking for the possibility that [C]hilean youth football players could go to the Aspire Academy on an exchange program. This was never possible as I never received an answer.

I remember that I also asked if one member of another sport (do not remember which one) from Chile could go. Never received an answer.

All this, because when I knew Aspire (do not remember exactly when ... I think during the bid visit, but maybe before) I thought they have such a great program and infrastructure that will be very useful for sports.

I also remember that at least once I played soccer at Aspire (during the bid) and also went to a table tennis tournament during a visit to Doha (maybe in 2012) after the bid. I think I also took my wife to this center when we both went together to Doha to do a presentation in an international conference in 2011 (this was with written authorization by FIFA GS).¹⁸⁵⁰

It appears that Mr. Mayne-Nicholls, after getting the letter request related to "new information we have received,"¹⁸⁵¹ chose to provide information only about a later exchange he had with Mr. Bleicher. Messrs. Mayne-Nicholls and Bleicher exchanged additional emails in May and June 2011, apparently shortly after the "international conference" Mr. Mayne-Nicholls mentioned. In an email to Mr. Bleicher sent May 25, 2011, Mr. Mayne-Nicholls, who by then had left the Chilean Football Federation and was in the process of establishing a foundation related to youth participation in sports,¹⁸⁵² wrote that he "would like very much to discuss with you the chance to have a cooperation agreement between our Foundation and Aspire," and also that "[a]s I told you I would like to know if the chilean Gymnast

¹⁸⁴⁸ FWC00172930.

¹⁸⁴⁹ FWC00137277-82.

¹⁸⁵⁰ FWC00172930.

¹⁸⁵¹ FWC00172938.

¹⁸⁵² FWC00157489.

Tomas Gonzalez will be able to train in Aspire.”¹⁸⁵³ Mr. Bleicher’s response, sent almost two weeks later, said “[w]e will [] discuss the possibility of a cooperation agreement in due time,” and reported that Mr. Bleicher was “following up” with the Qatar Gymnastics Federation about the Gonzalez request “and will get back to you.”¹⁸⁵⁴

Mr. Mayne-Nicholls’s May 2011 email indeed made requests related to what his written statement described as “the possibility that [C]hilean youth football players could go to the Aspire Academy on an exchange program” and the prospect that “one member of another sport . . . from Chile could go” to Aspire.¹⁸⁵⁵ The letter to Mr. Mayne-Nicholls, however, requested a description of “*all* communications” Mr. Mayne-Nicholls had with Mr. Bleicher in 2010 and 2011.¹⁸⁵⁶ It would appear incredible that Mayne-Nicholls forgot his repeated communications with Mr. Bleicher about his son, nephew, and brother-in-law during the bidding process that is the subject of this investigation. If nothing else, the experience of receiving Mr. Bleicher’s email explaining that continuing their discussion would be inappropriate “[c]onsidering FIFA’s ongoing bidding process” would have been particularly unsettling—and memorable.

4. Conclusion

Mr. Bleicher should not have entertained Mr. Mayne-Nicholls’s requests, and certainly not offered to “cover the related cost”¹⁸⁵⁷ of accommodating Mr. Mayne-Nicholls’s son and nephew at Aspire Academy. Documents produced by Qatar’s bid demonstrate that Mr. Bleicher understood the importance of avoiding any interactions with Mr. Mayne-Nicholls that could create the appearance of a conflict related to the bid inspection reports. In June 2010, the documents show, a FIFA match agent emailed Mr. Bleicher to ask whether he had any update about various proposals they had discussed weeks earlier.¹⁸⁵⁸ One of the proposals involved inviting a team from Chile to play a game against Qatar, with proceeds from the event to be donated to a charity.¹⁸⁵⁹ The Qatar FA and Chile FA scrapped the proposal, Mr. Bleicher informed the match agent via email on June 16, because “the President of the Chile FA has been nominated Head of the FIFA inspection team for the FIFA World Cup Bids 2018/2022.”¹⁸⁶⁰ Mr. Bleicher further explained that, although initial discussions about the event began before Mayne-Nicholls’s

¹⁸⁵³ FWC00132280.

¹⁸⁵⁴ FWC00132280.

¹⁸⁵⁵ FWC00172930.

¹⁸⁵⁶ FWC00172938 (emphasis added).

¹⁸⁵⁷ FWC00137279.

¹⁸⁵⁸ FWC00132425.

¹⁸⁵⁹ See FWC00132425-36.

¹⁸⁶⁰ FWC00132424.

appointment, there was concern that “third parties might interpret it in a negative way.”¹⁸⁶¹

Several factors considerably mitigate Mr. Bleicher’s culpability in his exchanges with Mr. Mayne-Nicholls. First, Mr. Mayne-Nicholls initiated the correspondence with his September 19 email requesting favors for his son, nephew, and brother-in-law. Second, Mr. Mayne-Nicholls wielded considerable power over Mr. Bleicher by virtue of his status as Chairman of the Bid Evaluation Team and the timing of his requests, which he made during the brief period when he was making decisions that, as far as everyone knew, could significantly influence the fate of the Qatari bid. Mr. Bleicher was in the unenviable position of needing to withdraw from the discussion without offending Mr. Mayne-Nicholls by accusing him directly of misconduct, which may explain Mr. Bleicher’s plainly incorrect statement that “Aspire is not involved in the bidding process, of course not.”¹⁸⁶² As Mr. Bleicher explained to us when he was interviewed, he felt obliged “to be polite in some way. . . . So I was polite.”¹⁸⁶³ Third, the correspondence reflects that Mr. Bleicher recognized that the communications were inappropriate, and took steps to withdraw from any further discussions with Mr. Mayne-Nicholls during the bidding process. Fourth, Mr. Bleicher and Qatar’s bid team assisted this investigation by producing copies of the communications with Mr. Mayne-Nicholls. Without that cooperation, this issue would not have come to light.

Those same factors aggravate Mr. Mayne-Nicholls’s misconduct. As discussed above, Mr. Mayne-Nicholls initiated the inappropriate communications with Mr. Bleicher, repeatedly lobbied Mr. Bleicher for personal favors, and continued to exert pressure until well after Mr. Bleicher signaled his reluctance to commit to anything in the near future because of ethical concerns. Moreover, with his response to a follow-up question plainly offering him an opportunity to disclose what occurred, Mr. Mayne-Nicholls did not provide any information about the relevant interaction with Mr. Bleicher.

The Evaluation Report on Qatar may have been completely objective. That does not absolve Mr. Mayne-Nicholls for conduct that tainted the evaluation process. During the weeks when he was making final determinations that could sway the bidding process—his communications with Mr. Bleicher show he pursued personal benefits, including special treatment for family members, from someone he knew to be associated with a bid team. He exposed the bidding process to the possibility—and the appearance—that Mr. Bleicher’s response regarding those personal benefits requested influenced his report. With his flurry of requests to Mr. Bleicher immediately following his inspection tour in Qatar, Mr. Mayne-Nicholls appears to have abused his position, compromised his independence, and created an

¹⁸⁶¹ FWC00132424.

¹⁸⁶² FWC00137277.

¹⁸⁶³ FWC00184164:2-4.

appearance that he let personal interests interfere with his official duties. Accordingly, there is a prima facie case that Mr. Mayne-Nicholls violated the provisions of the relevant FIFA code of ethics and those proceedings will be opened.¹⁸⁶⁴

XI. TIMING OF THE 2022 FIFA WORLD CUP

Calls to move the 2022 World Cup to a time of year other than June or July came almost immediately after the FIFA Executive Committee awarded 2022 World Cup hosting rights to Qatar. “I think 48 hours after the decision,” Secretary General Valcke recalled during his interview with the Investigatory Chamber, “someone came out by saying the World Cup will not be played in summer but should be played in winter because it’s—it’s too hot.”¹⁸⁶⁵

One of the first and most influential voices to propose such a move was Michel Platini’s. Mr. Platini, who has stated openly that he voted for Qatar,¹⁸⁶⁶ was quoted in press reports on December 11, 2010, nine days after the December 2 World Cup vote, as stating, “It’s true that if we talk about the World Cup in the Gulf in January, that would be easier than to play in June.”¹⁸⁶⁷ Mr. Platini also said, “We will discuss this heavily in the months and years to come.”¹⁸⁶⁸

He was right: Years later, Mr. Platini and other football officials were still grappling with the issue. In March 2013, Mr. Platini indicated that in light of the timing question, his support for Qatar’s bid had become conditional. “I am in favor of Qatar under two conditions,” Mr. Platini said, according to press reports.¹⁸⁶⁹ One of those conditions was that

[b]ecause of the heat the World Cup will need to be held in the winter. With over 40 degrees, playing football is impossible and for the fans it would also be unbearable.¹⁸⁷⁰

Also in March 2013, Mr. Platini gained a key ally in his efforts to schedule the 2022 World Cup during a cooler month: Michel D’Hooghe, the lone physician on the FIFA Executive Committee. Dr. D’Hooghe, who has served as Chair of the FIFA Medical Committee since 1988, stated publicly that “I think it would be a good thing if we could play this World Cup in better temperatures than in full summer in

¹⁸⁶⁴ See Part XIV(E)(1).

¹⁸⁶⁵ FWC00182791-92.

¹⁸⁶⁶ See Part X(A)(3).

¹⁸⁶⁷ FWC00185034.

¹⁸⁶⁸ FWC00185035.

¹⁸⁶⁹ FWC00158031.

¹⁸⁷⁰ FWC00158031. The other condition Mr. Platini reportedly set forth was that “the neighboring emirates must be included so that the World Cup is staged throughout the entire region.” FWC00158031.

Qatar,” adding, “From a medical point of view, I can say we are concerned.”¹⁸⁷¹ Mr. Platini and Dr. D’Hooghe continued to make similar statements in the ensuing months.¹⁸⁷² In September 2013, for example, Dr. D’Hooghe told journalists: “My position is very clear. From the medical point of view I think it will be better not to play during the hot summer months.”¹⁸⁷³

In October 2013, FIFA established a task force to examine whether, given the Qatari climate, the 2022 World Cup should be scheduled for some time other than its traditional time of June and July. FIFA issued a media release explaining the move:

[T]he Executive Committee decided to launch a consultation process among the main stakeholders concerned, including both the international football community (FIFA, confederations, member associations, leagues, clubs, players) as well as FIFA’s business partners (Media Rights Licensees and Commercial Affiliates). This consultation process will be undertaken by a working group chaired by AFC President Sheikh Salman Bin Ebrahim Al Khalifa. Furthermore, the executive outlined that the tournament would be played in nine years’ time and that therefore the consultation process would not be rushed but would be given the necessary time to consider all of the elements relevant for a decision.¹⁸⁷⁴

The task force’s work is ongoing. When the World Cup in Qatar will be held remains unresolved. There is no record of the Qatar government or Qatar 2022 making any request to change the timing of the tournament.

A. Awareness of the Heat Issue Before December 2010

Issues related to rescheduling sporting events due to Qatar’s climate and the risks associated with holding the World Cup in a hot climate arose well before the Executive Committee awarded the World Cup to Qatar on December 2, 2010.

Dr. D’Hooghe himself raised concerns about heat before the World Cup in the United States in 1994, arguing that games played in the country’s southern regions should be played later in the day, when the air would be cooler.¹⁸⁷⁵ FIFA rejected Dr. D’Hooghe’s recommendation.¹⁸⁷⁶

¹⁸⁷¹ FWC00185030-31.

¹⁸⁷² *See, e.g.*, FWC00185036-37.

¹⁸⁷³ FWC00185026-27; *see also* FWC00181826-28 (reflecting Dr. D’Hooghe’s statements to the Investigatory Chamber about potential health risks related to holding the World Cup in Qatar in June or July); FWC00181856-60 (same).

¹⁸⁷⁴ FWC00185059-60.

¹⁸⁷⁵ *See* FWC00185029.

¹⁸⁷⁶ *See* FWC00185029.

Qatar faced questions about its climate when Doha bid to host the 2016 Olympic Games. Although the International Olympic Committee's technical assessments rated Doha's proposal as the third best among the seven candidates, in June 2008 Doha failed to make the four-bidder shortlist.¹⁸⁷⁷ The problem with Doha's bid, an IOC spokesperson explained, was its proposal to host the 2016 Olympics in October to avoid the region's searing summer heat: "The IOC Executive Board unanimously decided not to grant this exception as it conflicts with the international sporting calendar and would therefore be bad for the athletes and for sports fans."¹⁸⁷⁸

In contrast, the World Cup bidding process was conducted under the assumption, shared by many on the Executive Committee, that the 2022 event would be held, as always, in or around June and July.¹⁸⁷⁹ As stated in Section 1.2.1 of the Bid Registration document every bidding member association submitted, the bidding process involved "final competitions of the FIFA World Cup™ which are scheduled to take place . . . in June and/or July of 2022."¹⁸⁸⁰

FIFA's Bid Evaluation Report made clear that the weather in Qatar in June and July is, on average, hot.¹⁸⁸¹ The report, like those prepared to analyze the competing bids, listed the average daily temperatures—at 12 p.m., 4 p.m., 6 p.m., and 10 p.m.—in June and July for every city with a proposed World Cup venue.¹⁸⁸² The report also listed average peak humidity during those periods¹⁸⁸³ and described Qatar as follows:

Qatar mainly consists of a low, barren plain with mild winters and very hot, sunny and humid summers. It has a desert climate with long summers, and precipitation is scarce. Qatar would present very hot weather conditions during the tournament period, with average temperatures seldom falling below 37°C during the afternoon and seldom below 31°C during the evening.¹⁸⁸⁴

Qatar 2022 presented a detailed plan to address any concerns about the heat. Acknowledging that "[t]he 2022 FIFA World Cup™ will be held in June and July which is the beginning of the summer period in Qatar,"¹⁸⁸⁵ the Qatar bid book

¹⁸⁷⁷ See FWC00185032-33.

¹⁸⁷⁸ FWC00185032.

¹⁸⁷⁹ See, e.g., FWC00184309; FWC00184238; FWC00181705; FWC00181236.

¹⁸⁸⁰ FWC00003860. But see FWC00003890 at § 12.4 (requiring bidders to waive any right to challenge "any decision by FIFA as final and binding, in particular FIFA's decisions in relation to the evaluation, assessment and selection of Bids, such as to . . . accept a specific Bid on such terms determined by FIFA").

¹⁸⁸¹ See FWC00002379-416.

¹⁸⁸² See FWC00002388-89.

¹⁸⁸³ See FWC00002388-89.

¹⁸⁸⁴ FWC00002387-88.

¹⁸⁸⁵ FWC00000457.

described plans to “develop[] advanced technology carbon-neutral cooling systems for the tournament Stadiums, Training Sites, [and] FIFA Fan Fest/Zones,” including “new cooling systems that can be utilised for public spaces to encourage safe recreation and well being.”¹⁸⁸⁶ The bid team devoted separate subsections in its bid book to proposals for, among other climate-related topics, “Outdoor Comfort and the Pioneering Solar Cooling Concept,” “Climatic Conditions in Qatar During June/July,” “Outdoor Comfort,” “Passive and Active Strategies to Enhance Outdoor Comfort,” and “Solar Cooling Concept for the 2022 FIFA World Cup™ Qatar Stadiums.”¹⁸⁸⁷ Given these initiatives, Qatar 2022 CEO Hassan Al-Thawadi told FIFA the day before the vote, “heat is not and will not be an issue.”¹⁸⁸⁸

Mr. Al-Thawadi and his colleagues have not amended that position. They maintain that the cooling technology will be developed as promised, and that they are prepared to host the World Cup in June and July of 2022.

B. The Executive Committee’s Failure to Discuss the Issue Before the Vote

A news report published hours after the Executive Committee’s December 2, 2010 vote noted that temperatures are typically high in Qatar in June and July and reported Dr. D’Hooghe’s position on that issue:

FIFA medical chief Michel D’Hooghe is preparing a report on playing in heat and other extreme circumstances but would not take a stand today. “I have to think it over and discuss it with people at the right moment,” the Belgian said.¹⁸⁸⁹

The “right moment” had apparently not come before the Executive Committee voted to award the hosting rights to Qatar. Minutes from Executive Committee meetings that occurred during the bidding process reflect no such discussion.¹⁸⁹⁰ Mr. Mayne-Nicholls “gave a brief summary of the inspection tour and the process of compiling the bid evaluation tours” when the Executive Committee met on November 19, 2010, according to the minutes from that meeting.¹⁸⁹¹ That record does not mention anyone commenting on the temperatures listed in Qatar’s Bid Evaluation Report, asking about the feasibility of Qatar’s proposal to develop cooling technology, or raising any other question or concern

¹⁸⁸⁶ FWC00000355; FWC00000359.

¹⁸⁸⁷ FWC00000456-465; *see also* FWC00000930-931.

¹⁸⁸⁸ FWC00138561.

¹⁸⁸⁹ FWC00185039.

¹⁸⁹⁰ Dr. D’Hooghe and Mr. Platini both told the Investigatory Chamber they recalled broaching the subject before the Executive Committee voted, although not necessarily in the formal context of an Executive Committee hearing. *See* FWC00181828-30; FWC00179460. As noted above, however, there is no record of any such discussion.

¹⁸⁹¹ FWC00166724.

related to any of the bidders' proposals.¹⁸⁹² The Executive Committee met again on December 1, the day before the vote. Once again, the minutes from that meeting reference neither the heat issue nor any other substantive discussion regarding the merits or drawbacks of any bid.¹⁸⁹³

The meeting minutes are consistent with Executive Committee members' recollections of what was discussed—or not discussed—during their meetings.¹⁸⁹⁴ “[A]ll the weather issues came later,” Executive Committee member Marios Lefkaritis recalled, “[a]nd the possibility to move the World Cup never occurred before. Never.”¹⁸⁹⁵ President Blatter and Secretary General Valcke stated that at one meeting President Blatter opened the floor to any questions about the technical reports or other issues concerning the bids.¹⁸⁹⁶ Secretary General Valcke said “there was no question.”¹⁸⁹⁷ President Blatter said the room “was absolutely silent.”¹⁸⁹⁸

C. Consequences of Rescheduling the World Cup

As FIFA's October 2013 media release announcing the formation of a task force to examine whether to play the 2022 World Cup in a month other than June or July suggests, the effects of such a move would reach “the international international football community (FIFA, confederations, member associations, leagues, clubs, players) as well as FIFA's business partners (Media Rights Licensees and Commercial Affiliates).”¹⁸⁹⁹

League schedules present an obstacle. As a media report about Mr. Platini's call to change the 2022 World Cup dates stated on December 11, 2010, “Such a change would conflict with the schedules of Europe's major domestic leagues plus the Champions League, and Platini said that would be among a number of issues needing to be addressed.”¹⁹⁰⁰ Officials from some leagues have complained that holding the World Cup during Europe's fall or winter months would disrupt their calendars and interfere with their broadcasting agreements.¹⁹⁰¹ Mr. Platini himself

¹⁸⁹² See FWC00166722-25; *see also* FWC00181060-62.

¹⁸⁹³ See FWC00166726-32. A final opportunity for discussion came at the end of the meeting, under the “Any Other Business” item on the agenda. According to the minutes, however, “No points were raised under this item.” FWC00166731.

¹⁸⁹⁴ See, e.g., FWC00181626-27; FWC00184238; FWC00181497; FWC00182734.

¹⁸⁹⁵ FWC00181703-704.

¹⁸⁹⁶ See FWC00182734; FWC00182656.

¹⁸⁹⁷ FWC00182734.

¹⁸⁹⁸ FWC00182656.

¹⁸⁹⁹ FWC00185059.

¹⁹⁰⁰ See FWC00185034.

¹⁹⁰¹ See, e.g., FWC00185036-37.

has reportedly “called for a January tournament that would not clash with the Champions League.”¹⁹⁰²

When asked by the Investigatory Chamber whether rescheduling the World Cup would affect FIFA’s broadcast-rights agreements, Mr. Platini responded, “I don’t know.”¹⁹⁰³ Subsequently, Secretary General Valcke informed the Executive Committee that it would. According to minutes from the Executive Committee meetings held March 20-21, 2014,

The Secretary General informed the members that FIFA’s commercial partners did not have any major issues with the potential rescheduling of the 2022 FIFA World Cup in Qatar and had not asked to renegotiate the current agreements. The TV partners in the USA and Canada did have some issues, as in the USA there would be a clash with the American Football season, for which reason it had been agreed to extend the contract with FOX in exchange for an undertaking not to act against FIFA should the 2022 World Cup be moved to winter.¹⁹⁰⁴

The minutes state that the Executive Committee then approved an “extension of USA English-language media rights agreement with FOX for 2023-2026.”¹⁹⁰⁵

Secretary General Valcke told the Investigatory Chamber that in exchange for FOX’s willingness to accept a potential rescheduling of the World Cup, “we agreed that we will extend with FOX for the same price as what they pay for 2022 plus inflation costs.”¹⁹⁰⁶ As a result, Secretary General Valcke acknowledged, by rescheduling the World Cup “potentially we are losing money and we are making less money because we are not running an open process in the U.S. market, giving a chance to other channels to bid for and we just extend with FOX for the same amount of money.”¹⁹⁰⁷ Given the percentage of FIFA’s revenue generated by the World Cup, and the increasing use of those funds for football development—for example, a projected \$900 million for 2015 to 2018, up \$100 million from the prior period—lost revenue may have a direct impact on FIFA’s investment in financial aid and other commendable “priority” development programs.¹⁹⁰⁸

D. Conclusion

¹⁹⁰² FWC00185063-65.

¹⁹⁰³ FWC00181761.

¹⁹⁰⁴ FWC00185125.

¹⁹⁰⁵ FWC00185125.

¹⁹⁰⁶ FWC00182792.

¹⁹⁰⁷ FWC00182792.

¹⁹⁰⁸ *See* FWC00185133-34..

It appears there was a failure to consider the issue of the temperature in Qatar properly prior to the vote to award hosting rights. Two factors aggravate this omission.

First, Mr. Mayne-Nicholls, the Chair of the FIFA Evaluation Group, was compromised in his assessment of Qatar. As noted above, records demonstrate that during the evaluation process he made direct requests to Mr. Bleicher for personal favors.¹⁹⁰⁹ While all available evidence indicates those requests were ultimately rejected, that they were made at all calls the integrity of his final report into question. His report may well have been harsher than it would have been had Qatar agreed to place Mr. Mayne-Nicholls's son in Aspire or find his brother-in-law a position as a tennis coach. Or, if Mr. Mayne-Nicholls interpreted Mr. Bleicher's initial response and his "polite" rebuff to suggest such a benefit might be conferred after the vote, the report may have been colored in Qatar's favor. Either way, Mr. Mayne-Nicholls's work appears tainted.

Second, as discussed in the next section, the Executive Committee member whose failure to raise the health issue is especially glaring given his background and experience, Dr. D'Hooghe, was also compromised by his actions with respect to the Qatar bid team. Regardless of whether his son's later awarding of a position at the Aspire-related hospital Aspetar had any bearing on his vote, the fact that the Qatar bid team was in the process of arranging a business opportunity for his close friend's son—with a meeting taking place the day before the vote—provides cause to question Dr. D'Hooghe's actions.¹⁹¹⁰

Given the potential financial loss associated with rescheduling the World Cup, as well as the concerns discussed above surrounding the actions of Mr. Mayne-Nicholls and Dr. D'Hooghe, a transparent and independent review of the potential ramifications of such a move may be required. Accordingly, the Investigatory Chamber refers this matter to the independent Chair of the FIFA Audit and Compliance Committee, Domenico Scala, for further examination and action as he deems appropriate. Such a review may provide transparency into the financial impact of the contemplated move by quantifying any potential loss so that the Executive Committee may then expressly approve the necessary expenditure or accept the financial loss—or seek indemnification for its losses from Qatar 2022—before authorizing any scheduling change. In this context, FIFA may also wish to commission an independent medical assessment of the scheduling options¹⁹¹¹ and/or an independent technical assessment of the feasibility and reliability of the proposed use of cooling technologies.

¹⁹⁰⁹ See Part X(K).

¹⁹¹⁰ See Part XII(C).

¹⁹¹¹ See, e.g., FWC00185991.

XII. MICHEL D’HOOGHE

The Investigatory Chamber identified several issues related to the conduct of Executive Committee member Michel D’Hooghe.

A. Painting from Viacheslav Koloskov

On August 14, 2011, a public report was released, stating that the Russian bid team gave Executive Committee member Michel D’Hooghe a painting “during negotiations to secure his support.”¹⁹¹² The report said Viacheslav Koloskov, “a strategic advisor for Russia 2018,” delivered the painting to Dr. D’Hooghe in Bruges in April 2010 “after lobbying him about the bid.”¹⁹¹³ According to the article, Dr. D’Hooghe, in response to a reporter’s questions, said that “a Russian art specialist in Brussels had told him the painting had no value” and that “he had not voted for Russia.”¹⁹¹⁴ He also reportedly called the painting a “poisonous gift” that “he wished he had not accepted.”¹⁹¹⁵

In anticipation of that report,¹⁹¹⁶ Dr. D’Hooghe sent FIFA President Joseph Blatter a letter on August 13, 2011, attaching a report “concerning Mr. Koloskov’s visit to Bruges” in April 2010.¹⁹¹⁷ Dr. D’Hooghe wrote that Mr. Koloskov, “an old friend” and former colleague from “various committees and commissions of FIFA . . . and UEFA,” notified him early in 2010 that he intended to visit Dr. D’Hooghe in Bruges.¹⁹¹⁸ Noting that “[o]ur wives, Tatiana and Anne-Marie, are also very close,” Dr. D’Hooghe reported that his own wife therefore joined him for lunch at a Bruges restaurant on April 27, 2010, “with Mr. Koloskov and his interpreter.”¹⁹¹⁹ The lunchtime conversation touched on “several shared memories,” Dr. D’Hooghe wrote, “with Mr. Koloskov also confirming to me that he was leaving the international football scene.”¹⁹²⁰ According to Dr. D’Hooghe’s account, Mr. Koloskov “mentioned” Russia’s World Cup bid and “highlight[ed] the creation of new stadiums in his country,” but “[a]t no moment did he ask me to support the Russian bid since he knew full well that, being Belgian, I was giving the Belgian-Dutch bid my total support. . . . I presented to him, in turn, my arguments in favor of this bid.”¹⁹²¹ Dr. D’Hooghe then discussed the painting:

¹⁹¹² FWC00158002.

¹⁹¹³ FWC00158002.

¹⁹¹⁴ FWC00158002.

¹⁹¹⁵ FWC00158002.

¹⁹¹⁶ *See* FWC00172914.

¹⁹¹⁷ FWC00118532-36 (original correspondence and report in French); *see* FWC00172912-15 (English translation).

¹⁹¹⁸ FWC00172913.

¹⁹¹⁹ FWC00172913.

¹⁹²⁰ FWC00172913.

¹⁹²¹ FWC00172913.

After lunch, as he was leaving, [Mr. Koloskov] gave me a flat parcel, wrapped up in brown cardboard paper. He told me that this was a special gift “after 20 years of friendship and collaboration, from family to family.” Afterwards, he left straight away. When I returned home, I opened the packet and I discovered[] a painting signed by a Russian painter. I am not at all a connoisseur of Russian painting but, wi[th] all the respect I owe to Russian art, I must confess that I did not like the painting at all, and felt that it had no real value at all. I even asked my secretary if I could offer her this painting, but she was not interested in it either.

I then asked a local antiques dealer what he thought of the painting. He replied that as far as he knew, at that time and for the Belgian market, this painting was worthless. I then stored the painting away in the loft of my house, with all other kinds of souvenirs that I have received during my long football career. At the time, I did not imagine that this painting could have any real value, either aesthetic or monetary.

As far as I was concerned, it was just a personal gift whose content I ignored at the moment I was given it (because it was wrapped up).

It was a gift which I would have preferred never to have received, which I had not asked for and to which I only attached a symbolic value, that of our friendship with Mr. and Mrs. Koloskov at the end of their international career.

Furthermore, during the votes for the 2018 World Cup bid in the beginning of December 2010 in Zurich, I never voted for the Russian bid, since each time I voted for the Belgian-Dutch bid.¹⁹²²

Dr. D’Hooghe further reported that, in light of the journalists’ inquiries about the painting, he contacted “a Russian art specialist” named Eric La Pipe and “asked him to carry out a scientific appraisal of this painting (which I continue to find ugly and worthless).”¹⁹²³ Mr. La Pipe summarized his findings from the appraisal, which he conducted August 12, 2011, in a letter subsequently produced to FIFA at the request of the then-Chairman of the FIFA Ethics Committee, Claudio Sulser¹⁹²⁴:

The painting presented to me only has a decorative value.

It is painted on cardboard and the name of the painter is unknown to me.

¹⁹²² FWC00172913-14.

¹⁹²³ FWC00172914.

¹⁹²⁴ FWC00172916.

Additional information from Russia confirms this theory.¹⁹²⁵

In late August 2011, Mr. Sulser reviewed the information Dr. D’Hooghe submitted, found “his statement to be reliable, thorough and plausible,” and concluded that “the case, which is not even a case, [should] be closed.”¹⁹²⁶

The Investigatory Chamber asked Dr. D’Hooghe about these events during an interview in March 2014, and his response was consistent with his prior statements described above. Dr. D’Hooghe stated that, when he agreed to meet with Mr. Koloskov, he did not know he was formally associated with the Russian bid, but that Mr. Koloskov informed him at the restaurant that he had been asked to tout Russia’s bid during their meeting.¹⁹²⁷ Dr. D’Hooghe reiterated that he neither promised to vote for Russia nor actually voted for Russia.¹⁹²⁸ Asked what he did with the painting, Dr. D’Hooghe said he “put it in my attic somewhere,” although he added that “I’m not sure that I will find it again.”¹⁹²⁹

As he had in his August 2011 letter, Dr. D’Hooghe stated he had worked with Mr. Koloskov “for about 20 years” and that their wives were “close friends,” adding, “[w]e have been with the Koloskovs many times in Moscow. They came to our house in Bruges. We had a real friendship.”¹⁹³⁰ He also recalled, consistent with his August 2011 statement referencing Mr. Koloskov’s “interpreter,”¹⁹³¹ that the group at the restaurant in April 2010 consisted of Dr. D’Hooghe, his wife, Mr. Koloskov, “and I think *a translator*.”¹⁹³²

Subsequently, the Investigatory Chamber learned that the “translator” present at this meeting was Alexey Sorokin, the CEO of the Russian bid team. Asked during his May 2014 interview with the Investigatory Chamber¹⁹³³ about the artwork Dr. D’Hooghe received, Mr. Sorokin stated that “[t]he painting was given *in*

¹⁹²⁵ FWC00172917. Mr. La Pipe described the work, which he noted measured “53 x 42 cm,” as “[r]epresenting a house in a landscape” and containing a signature “on the bottom right hand side.” Neither Mr. La Pipe’s letter nor Dr. D’Hooghe’s report identified the painter; Dr. D’Hooghe told the Investigatory Chamber in 2014 that the appraiser “couldn’t make out . . . the name of the painter” from the signature. *See* FWC00181845. It is unclear what information Mr. La Pipe used to “confirm” his theory.

¹⁹²⁶ FWC00172916.

¹⁹²⁷ FWC00181840-41.

¹⁹²⁸ FWC00181849.

¹⁹²⁹ FWC00181843.

¹⁹³⁰ FWC00181840.

¹⁹³¹ FWC00172913.

¹⁹³² FWC00181841 (emphasis added).

¹⁹³³ The Chair of the Investigatory Chamber did not participate in the interview of Mr. Sorokin or any other Russian officials because he had recused himself from the investigation of Russia’s World Cup bid. *See* Part I(B). For the same reason, the issue concerning the painting is considered here only as it pertains to Dr. D’Hooghe. Findings regarding Russian football officials are presented in the Deputy Chairman’s separate report at Section 6.

my presence.”¹⁹³⁴ Mr. Sorokin described the painting as “a personal gift” from Mr. Koloskov that “had no value whatsoever,” noting that “if the painting had any value,” he and Mr. Koloskov would not have been able to “take[] it through customs.”¹⁹³⁵

It is surprising, to say the least, that Dr. D’Hooghe failed to mention both in August 2011 and during this investigation that the individual at the lunch meeting he described as an “interpreter” or “translator” was in fact the Russian bid team’s CEO—a fact Dr. D’Hooghe seems likely to have been aware of given his concession that the merits of the Russian bid were discussed.

B. Son’s Employment at Aspetar

In May 2014, a newspaper reported that Dr. D’Hooghe’s son Pieter D’Hooghe had been working since 2012 as a surgeon at Aspetar, a private orthopedic and sports medicine hospital in Qatar.¹⁹³⁶ According to the report, Aspire approached Pieter D’Hooghe with the offer to work as a surgeon there “in February 2011,”¹⁹³⁷ some eight weeks after the World Cup vote. The article stated that Pieter D’Hooghe denied any link between his appointment and the World Cup bidding process, and quoted Michel D’Hooghe as stating: “I did not exchange my son for a vote for Qatar. In fact, my family was very disappointed that my son left his successful job in Belgium to go to Qatar.”¹⁹³⁸

Michel D’Hooghe reiterated that denial to the Investigatory Chamber. He said that his son’s employment “had no relation with the bidding procedure Qatar 2022,” that he had no involvement in the events leading to his son’s employment at Aspetar, that he and his wife were “very much surprised” when their son told them that he had accepted the position, and that neither he nor his son communicated with the Qatar bid team concerning potential employment for his son.¹⁹³⁹ Michel D’Hooghe also described the circumstances of how his son came to work at Aspetar:

My son Pieter is a medical doctor who specialised in orthopaedic medicine. After his specialisation, he went for 2 years extra-specialisation to the University of Amsterdam, in the service of prof Dick Van Dyck, a world-famous authority in the field of ankle, foot and heel surgery.

¹⁹³⁴ FWC00183383 (emphasis added).

¹⁹³⁵ FWC00183384.

¹⁹³⁶ FWC00172903.

¹⁹³⁷ FWC00172903.

¹⁹³⁸ FWC00172903.

¹⁹³⁹ FWC00172906-07.

After his return to Belgium, he was nominated as orthopaedic surgeon in the civil hospital in Roeselare, a well-known centre for orthopaedic medicine.

In a short period and working very hard, he became well-known in the world of sports medicine¹⁹⁴⁰: he was the team doctor of the Belgian professional “Club Brugge” presented scientific conferences at many international meetings, treated many national and international football players and Olympic athletes.

Thus, he became a well-known authority in the field of sports medicine, essentially in hip, knee and ankle surgery.

In his function of team-doctor, he was in close contact with Dr Popovic, at that moment the team doctor of the Belgian club “Standard de Liège” who would become, some 8 years ago, the first orthopaedic surgeon . . . in the Aspetar clinic.

In February 2011, the medical staff of Aspetar, as well as the Belgian doctors working there (Dr Popovic and Prof Martens) and the medical director Dr Hakim Chalabi (former club director of PSG) and head surgeon Landreau, contacted Pieter because of his specific competence in treatment of^[f] hip and ankle lesions in athletes, a competence which was missing at that moment, in the Aspetar medical team.

They invited Pieter as a visiting surgeon in Doha, to perform a complicated and delicate ankle surgery.

This invitation was exclusively based on the specific competence and the international reputation of Pieter in this field, and had no relation with the bidding procedure Qatar 2022.¹⁹⁴⁰

Officials associated with Qatar’s bid similarly denied playing any role in securing Pieter D’Hooghe’s offer from Aspetar.¹⁹⁴¹ Andreas Bleicher recalled that, after the December 2010 vote—and after Pieter D’Hooghe had been offered the job in Qatar—Dr. D’Hooghe asked Mr. Bleicher to speak with his son and daughter-in-law to tell them “what it’s all about in Qatar” so they could make an informed decision about whether to move there.¹⁹⁴² Mr. Bleicher and Qatar 2022 CEO Hassan Al-Thawadi also noted that Aspetar was affiliated with Aspire,¹⁹⁴³ which was itself associated with the bid team.¹⁹⁴⁴ Michel D’Hooghe had not mentioned

¹⁹⁴⁰ FWC00172907.

¹⁹⁴¹ *See, e.g.*, FWC00184004-06; FWC00184170-72.

¹⁹⁴² FWC00184171-72.

¹⁹⁴³ *See* FWC00184060; FWC00184005.

¹⁹⁴⁴ *See* Part X(C).

Aspetar's link with Aspire, although he was likely aware of it: The "Health and Medical Services" chapter of Qatar's bid book devoted two full pages to Aspetar, which it noted "is located inside the ASPIRE Zone."¹⁹⁴⁵

The evidence in the record does not show that Pieter D'Hooghe was offered employment at Aspetar for a reason related to the World Cup bidding process.

C. Business Opportunity in Qatar for a Friend's Son

Evidence in the record demonstrates that Qatar 2022 arranged a valuable business introduction for the son of a close friend of Dr. D'Hooghe during the bidding process.

1. Email Correspondence

On October 4, 2009, Andreas Bleicher emailed Qatar 2022 Deputy CEO Ali Al-Thawadi information about an executive from a Belgian shipping company, Lalemant NV, who was eager to arrange a meeting with a representative from a certain company or entity in Qatar ("Qatari Business"), whose business did not relate to football or the bidding process, to discuss a potential opportunity.¹⁹⁴⁶ After a brief description of the types of services Lalemant provided, Mr. Bleicher wrote:

The Commercial Director of Lalemant NV[] *is the son of the very best friend of a FIFA ExCo-Member*, who accompanies him on all international visits including FIFA ExCo-Member Meetings ... and also advises him.

A possible outcome could be:

1. To arrange a meeting between Lalemant NV and the decision makers at [Qatari Business] to give Lalemant NV the chance to introduce their company by end of October 2009
2. To nominate Lalemant NV as respective ship agent / representative in the port of Zeebrugge/Belgium for the vessels coming from Qatar
3. *Contract duration might initially be for one year only (until 31 Dec 2010)—this would fit best with the FIFA decision making process* and would provide us with "options"¹⁹⁴⁷

¹⁹⁴⁵ FWC00000896.

¹⁹⁴⁶ See FWC00138415-16.

¹⁹⁴⁷ FWC00138415-16 (emphases added; ellipsis in original).

Subsequent communications from Mr. Bleicher and the Qatar 2022 bid team about this topic revealed that the Lalemant Commercial Director who wanted to work with Qatari Business was Rik Rammant; that Rik Rammant's father was Luc Rammant; and the FIFA Executive Committee member identified as Luc Rammant's "very best friend" was Michel D'Hooghe.

From January to March 2010, Mr. Bleicher repeatedly sent Qatar 2022 officials information about Rik Rammant and his connection to Dr. D'Hooghe under the rationale that the Qatar 2022 officials could use their contacts to help Rik Rammant schedule the meeting with someone from Qatari Business to discuss potential opportunities to work together.¹⁹⁴⁸

On January 17, 2010, Mr. Bleicher forwarded Ali Al-Thawadi an email that Rik Rammant had sent to someone at Qatari Business to arrange a meeting for early February 2010. "It would be an honour," Rik Rammant had written to Qatari Business, "for my company and myself to given an introduction of the company and our activities in Doha." Mr. Bleicher's cover message to Mr. Al-Thawadi explained that the forwarded message had been sent by "Rik Rammant (*son of D'hooghe's best friend*)" the previous week.¹⁹⁴⁹

That effort to help Rik Rammant secure the meeting was apparently unsuccessful. Rik Rammant asked Mr. Bleicher on January 26 whether he had "an idea when [Qatari Business] will be able to receive me." The next day, Mr. Bleicher forwarded Mr. Al-Thawadi the same email Mr. Bleicher had sent him January 17, apparently to remind him of the issue.¹⁹⁵⁰ On January 31, Mr. Bleicher notified Rik Rammant that Mr. Bleicher had previously "got the feedback that [Qatari Business] would be happy with an appointment between 1-10 Feb in Doha and that they would contact you," adding, "[w]e are contacting [Qatari Business] again to check on this."¹⁹⁵¹ Rik Rammant replied on February 1 that he would now prefer to schedule the meeting in March; Mr. Bleicher forwarded that message to Mr. Al-Thawadi and asked him "to follow this up with [Qatari Business]."¹⁹⁵²

On February 16, 2010, Mr. Bleicher sent not only Ali Al-Thawadi but also Qatar 2022 CEO Hassan Al-Thawadi what he described as "some information regarding Lalemant NV, *the connection to our World Cup Bid* and some thoughts regarding a possible strategy/outcome."¹⁹⁵³ Mr. Bleicher noted that he was providing this material to Ali and Hassan Al-Thawadi "*[a]s requested*."¹⁹⁵⁴ Mr.

¹⁹⁴⁸ See FWC00184189-91.

¹⁹⁴⁹ FWC00138410 (emphasis added).

¹⁹⁵⁰ See FWC00138411.

¹⁹⁵¹ FWC00138417-18.

¹⁹⁵² FWC00138417.

¹⁹⁵³ FWC00138419 (emphasis added).

¹⁹⁵⁴ FWC00138419 (emphasis added).

Bleicher had divided the rest of the email into three sections.¹⁹⁵⁵ The first, titled “Information about the Transport and Shipping company Lalemant NV/Belgium,” listed various services that Lalemant provided along with the contact information for Rik Rammant.¹⁹⁵⁶ Next, under the heading “Connection to the Qatar 2022 World Cup Bid,” Mr. Bleicher wrote:

The Co-owner and Commercial Director of Lalemant NV, Mr. Rik Rammant, [i]s the son of Mr. Luc Rammant, who is the very best friend of the FIFA ExCo-Member Dr. Michel D’Hooghe from Belgium. *Mr. Luc Rammant accompanies Dr. Michel D’Hooghe on nearly all international visits including FIFA ExCo-Member Meetings* since more than 20 years¹⁹⁵⁷ *and he also advises him. Mr. Luc Rammant became also friend of other FIFA ExCo Members, e.g. Joseph S. Blatter and Franz Beckenbauer.* Mr. Luc Rammant nowadays is quite sick and *Dr. D’Hooghe really takes care of him* as his very best friend. They have a deep emotional friendship. We built up a nice personal relationship with Dr. D’Hooghe and Mr. Luc Rammant, who themselves appreciate the people and stakeholders in Qatar!¹⁹⁵⁸

The last section, titled “Thoughts regarding a possible strategy/outcome,” reiterated some of the points Mr. Bleicher had raised in October 2009 about potential next steps in relation to the December 2010 World Cup vote:

Neither Dr. D’Hooghe nor Mr. Luc Rammant ever insisted/forced us to do business with Lalemant NV. *The main aim would be to show them[] that we appreciate the close and trustful relationship with them.* Therefore we would “open the door” for Lalemant NV in getting the possibility to present their company to the decision makers within [Qatari Business] and to discuss a possible commercial relationship. A personal meeting between Lalemant NV and [Qatari Business] would be excellent.

It does not mean[] that [Qatari Business] should agree on commercial terms[] which would not make sense for [Qatari Business].

Lalemant is a respected company and if it would make sense for [Qatari Business], they could nominate Lalemant NV as respective ship agent / representative in the port of Zeebrugge/Belgium for the vessels coming from Qatar. A first possibility might be an initial

¹⁹⁵⁵ See FWC00138419-20.

¹⁹⁵⁶ FWC00138419.

¹⁹⁵⁷ Dr. D’Hooghe became a member of FIFA’s Executive Committee in 1988.

¹⁹⁵⁸ FWC00138419 (emphases added).

contract duration for only one year, as *this would fit best with the FIFA decision making process (decision will be 2nd of December, 2010)* or even longer, if it would benefit [Qatari Business].¹⁹⁵⁹

Luc Rammant, who, as Mr. Bleicher's email noted, had been ill, died on February 26, 2010.¹⁹⁶⁰ In early March, a non-Qatari company ("Foreign Company") informed Rik Rammant that it had a contract to be Qatari Business's global agent, and that if Lalemant was interested in doing business linked to Qatari Business, it should discuss that possibility with Foreign Company directly.¹⁹⁶¹ Lalemant promptly sent Foreign Company information about its services.¹⁹⁶²

In late July 2010, Rik Rammant was apparently still trying to arrange a meeting with someone who could help Lalemant secure business related to Qatari Business. Mr. Bleicher informed Ali Al-Thawadi on July 26 that Mr. Rammant "would be more than happy to sit with" a representative from Qatari Business or Foreign Company.¹⁹⁶³

The meeting invitation Mr. Rammant had been striving for finally arrived on November 29, 2010, three days before the World Cup vote. Mr. Rammant emailed Qatar 2022 CEO Hassan Al-Thawadi and Mr. Bleicher to tell them the news and to thank them, writing that he received the invitation "thanks to you."¹⁹⁶⁴ The meeting, Mr. Rammant noted, was scheduled for December 1.¹⁹⁶⁵ Mr. Rammant also wrote, "I want you to know that my family and myself are supporting the Qatar bid 2022 more than you can imagine and we sincerely hope that you and the whole of Qatar will be awarded the organization of the World Cup 2022. Qatar deserves it."¹⁹⁶⁶ Mr. Bleicher replied that the development was "very good news and hopefully you will have a successful meeting with [the Qatari Business official]," adding, "[t]hanks also for your wholehearted support of the Qatar Bid. They need every possible support."¹⁹⁶⁷ In response, Mr. Rammant wrote that "[t]he ideal scenario would be that you get the [World Cup] 2022 and [Qatari Business] becomes my client."¹⁹⁶⁸ Later on November 29, Mr. Bleicher and another Qatar 2022 official, Government Affairs Director Hamoud Al Subaey, helped Mr. Rammant coordinate final arrangements for his December 1 meeting.¹⁹⁶⁹

¹⁹⁵⁹ FWC00138419-20 (underline emphasis in original; other emphases added).

¹⁹⁶⁰ FWC00138602; FWC00173917.

¹⁹⁶¹ See FWC00138421-22; FWC00138433-34; FWC00138603-604.

¹⁹⁶² See FWC00138422-24.

¹⁹⁶³ FWC00138412.

¹⁹⁶⁴ FWC00138413.

¹⁹⁶⁵ See FWC00138413.

¹⁹⁶⁶ FWC00138413.

¹⁹⁶⁷ FWC00138425.

¹⁹⁶⁸ FWC00138426.

¹⁹⁶⁹ See FWC00138428; FWC00138414; cf. FWC00184193.

On December 1, 2010—the day before the World Cup vote—Mr. Rammant attended his long-awaited meeting. He emailed Mr. Bleicher afterward, writing that the appointment with Qatari Business left him encouraged that “we are maybe moving in the right direction.”¹⁹⁷⁰ Referencing the upcoming vote, Mr. Rammant added, “I am very nervous too and honestly, not for Belgium but for you and Hassan.”¹⁹⁷¹ Mr. Bleicher, who was in Zurich with the Qatar 2022 delegation, responded that it was “[g]ood to hear that things move finally” and that he wished Mr. Rammant “[g]ood luck for the next step.”¹⁹⁷²

From there, the fortunes of Qatar 2022’s and Mr. Rammant’s business diverged. On December 2, the Qatar bid was awarded the 2022 World Cup hosting rights. On December 6, in contrast, Mr. Rammant was emailing what appeared to be a final plea to one of the Qatari Business officials he had met with days earlier.¹⁹⁷³ Mr. Rammant’s message indicated that the entity contracted to be Qatari Business’s global agent, Foreign Company, had declined to work with Mr. Rammant and Lalemant.¹⁹⁷⁴ While noting that “[Foreign Company] is an extremely professional five-stars company and for sure you made the right choice to take them as your [agent],” Mr. Rammant expressed to the Qatari Business official his “hope that you might be able to convince them to give us at least a chance to show that we are also a reliable and professional company with competitive prices. Spontaneously, they will not work with us but I am sure that they will change their idea if you are so kind to make some good publicity for us.”¹⁹⁷⁵ Mr. Rammant then forwarded the December 6 message to Hassan Al-Thawadi and Mr. Bleicher, explaining that he was sending it to them “[s]ince you are my two biggest sponsors in my attempts to work with [Qatari Business].”¹⁹⁷⁶

2. Andreas Bleicher’s Explanation

When interviewed by the Investigatory Chamber, Mr. Bleicher described Luc Rammant as “a close friend of Dr. Michel D’Hooghe” who “sometimes was accompanying[] Dr. D’Hooghe on his travels.”¹⁹⁷⁷ It was because Mr. Rammant “joined in” on some of Dr. D’Hooghe’s visits that Mr. Bleicher came to know him.¹⁹⁷⁸ Mr. Bleicher recalled that one day in Doha, after Mr. Bleicher “showed them Aspire,” Mr. Rammant told him his son Rik worked “in the area of shipping” and asked whether Mr. Bleicher could arrange for Rik to meet with someone from the Qatari Business.¹⁹⁷⁹ Mr. Bleicher told the Investigatory Chamber he agreed to help

¹⁹⁷⁰ FWC00138430.

¹⁹⁷¹ FWC00138430.

¹⁹⁷² FWC00138430.

¹⁹⁷³ See FWC00138433-35.

¹⁹⁷⁴ See FWC00138434.

¹⁹⁷⁵ FWC00138434.

¹⁹⁷⁶ FWC00138433 (emphasis added).

¹⁹⁷⁷ FWC00184183.

¹⁹⁷⁸ FWC00184183.

¹⁹⁷⁹ FWC00184183.

due to his own “very personal relationship with Luc Rammant,”¹⁹⁸⁰ and he contacted Qatar 2022 officials because they “have relationships” with people who could schedule meetings that otherwise would have been impossible to arrange.¹⁹⁸¹ “[I]f there is no such relationship,” Mr. Bleicher explained, “[y]ou will never get, not in 10 years’ time, any meeting done.”¹⁹⁸²

Mr. Bleicher maintained that the assistance he and the bid team provided to Rik Rammant was not intended to influence Dr. D’Hooghe’s World Cup vote. Mr. Bleicher emphasized that after Luc Rammant requested the assistance for his son, he and Dr. D’Hooghe each told him expressly not to help Rik Rammant on Dr. D’Hooghe’s behalf: “Michel D’Hooghe, he told me, ‘Andreas, if you want to do something it has nothing to do with me. I will not attend any meeting, don’t think it has anything to do with me. You do or you don’t do—it doesn’t change anything.’”¹⁹⁸³ Later in his interview, Mr. Bleicher reiterated that he had been told the request was not related to football matters by both Luc Rammant “and Michel D’Hooghe as well.”¹⁹⁸⁴ Mr. Bleicher said he and Dr. D’Hooghe “only talked about this once where he told me, ‘Andreas, I am not in this picture, it has nothing to do with me.’”¹⁹⁸⁵ Ultimately, Mr. Bleicher said, “Dr. D’Hooghe never attended any meeting. And it was never discussed with him after that initial one, at least I never discussed with him. So I don’t think he even knew [there was] something going on”¹⁹⁸⁶

Those statements asserting that the efforts concerning Rik Rammant did not seek to influence Dr. D’Hooghe’s World Cup vote cannot be reconciled with the contemporaneous communications in the record.

First, Mr. Bleicher’s emails to Qatar 2022 officials concerning Rik Rammant repeatedly mentioned Dr. D’Hooghe. Mr. Bleicher’s October 2009 email identified Rik Rammant as “the son of the very best friend of a FIFA ExCo-Member”;¹⁹⁸⁷ his January 17, 2010 email identified him as “Rik Rammant (son of D’hooghe’s best friend)”;¹⁹⁸⁸ and his February 16, 2010 email noted, among other references to Dr. D’Hooghe, that Rik Rammant “[i]s the son of Mr. Luc Rammant, who is the very best friend of the FIFA ExCo-Member Dr. Michel D’Hooghe from Belgium,” that “Mr. Luc Rammant accompanies Dr. Michel D’Hooghe on nearly all international visits including FIFA ExCo-Member Meetings since more than 20 years,” that “Mr. Luc Rammant nowadays is quite sick and Dr. D’Hooghe really takes care of him as

¹⁹⁸⁰ FWC00184185.

¹⁹⁸¹ FWC00184184.

¹⁹⁸² FWC00184188-89; *see also* FWC00184191-92.

¹⁹⁸³ FWC00184183-84.

¹⁹⁸⁴ FWC00184191.

¹⁹⁸⁵ FWC00184191-92.

¹⁹⁸⁶ FWC00184194.

¹⁹⁸⁷ FWC00138415.

¹⁹⁸⁸ FWC00138410.

his very best friend,” and that “[w]e have built up a nice personal relationship with Dr. D’Hooghe and Mr. Luc Rammant.”¹⁹⁸⁹ Mr. Bleicher told the Investigatory Chamber that he highlighted the connection to Dr. D’Hooghe in his messages to Qatar 2022 officials so they would “see that this is something they should provide a feedback to me” and because he viewed the chance to help Rik Rammant as an opportunity to show Dr. D’Hooghe “good will to open a door to him, even though he is saying it has nothing to do with him.”¹⁹⁹⁰ That explanation seems to admit that at least some bid officials worked to arrange a business opportunity for Rik Rammant with the express purpose of earning Dr. D’Hooghe’s goodwill. If the matter were truly unrelated to Dr. D’Hooghe, then the communications never would have needed to invoke his name and his status as a member of the FIFA Executive Committee.

Second, Mr. Bleicher not only expressly told bid officials that the request to help Rik Rammant had a “connection our World Cup Bid,” but also mapped out “a possible strategy/outcome” for accommodating—or appearing to accommodate—the request in a manner that would maximize the benefit to Qatar’s bid.¹⁹⁹¹ Specifically, Mr. Bleicher recommended in October 2009 that Qatari Business give Rik Rammant’s company a contract “for one year only (until 31 Dec 2010)”—*i.e.*, just long enough to get past the December 2, 2010 World Cup vote—because “*this would fit best with the FIFA decision making process* and would provide us with ‘options.’”¹⁹⁹² Mr. Bleicher even repeated that recommendation in February 2010, stating that “[a] first possibility might be an initial contract duration for only one year as *this would fit best with the FIFA decision making process (decision will be 2nd of December, 2010)* or even longer, if it would benefit [Qatari Business].”¹⁹⁹³

Mr. Bleicher claimed during his interview with the Investigatory Chamber that in recommending a contract duration that would “fit” with the bidding process, he had only the interests of Qatar’s shipping industry in mind:

I was of the opinion that Qatar, before the voting date and Qatar after the voting date might be two different things. Because if, let’s assume Qatar will win the bid, the requirement for infrastructure and all related things might be completely different than before because then suddenly you—you get into a new era where you have to . . . build new stadiums, you have to bring in much more materials. So the shipment requirement in my personal point of view without being an expert was different. So my view was in case they agree on a commercial deal, . . . to do [nothing] special for this entity but if it makes sense for them to not make a longer contract.

¹⁹⁸⁹ FWC00138419.

¹⁹⁹⁰ FWC00184193.

¹⁹⁹¹ FWC00138419.

¹⁹⁹² FWC00138416 (emphasis added).

¹⁹⁹³ FWC00138420 (emphasis added).

Because if you have a new situation in December then you can adapt the contract up or down or you don't need them anymore or whatsoever. And sometimes the entities in Qatar were not aware of this fact that maybe after voting there will be a different situation. So if you make a three[-] or five-year contract and after a few months, end of December, the situation will be different, I thought it's better only to make a short contract and then to—to adapt it according to the needs.¹⁹⁹⁴

That explanation of Mr. Bleicher's attention to the potential impact the World Cup vote could have on local shipping-and-transport capabilities is incredible on its face. The 2009 and 2010 emails were unambiguous. Mr. Bleicher recommended that the Qataris give Rik Rammant the business opportunity he desired—or at least give him hope that the possibility of working with Qatari Business remained on the table—only long enough to serve the bid team's interest in prevailing on December 2, 2010.¹⁹⁹⁵

The timing of Qatari Business's discussion with Rik Rammant strongly suggests the meeting was arranged solely to help Qatar's World Cup bid. Efforts to arrange the business opportunity for Rik Rammant proceeded in vain for more than a year until November 29, 2010—just three days before the World Cup vote—when a meeting with Qatari Business was finally scheduled, thus offering Mr. Rammant a glimmer of hope. Moreover, that appointment was scheduled for December 1, the day before the votes were cast. Mr. Rammant emerged from the meeting with the impression that the business opportunity he was angling for remained a possibility, telling Mr. Bleicher on December 1 that “we are maybe moving in the right direction.”¹⁹⁹⁶ That timing fit perfectly with the interests of Qatar's bid. From Rik Rammant's perspective, as of the December 2 vote “[t]he ideal scenario” he described to Mr. Bleicher on November 29 remained on the table: “that you get the [World Cup] 2022 and [Qatari Business] becomes my client.”¹⁹⁹⁷ There is no direct evidence that Mr. Rammant conveyed the news of his December 1 meeting to Dr. D'Hooghe. On November 29, however, Mr. Bleicher noted in a message to Mr. Rammant that “the Qatar Bid . . . need every possible support.”¹⁹⁹⁸

Consistent with Mr. Bleicher's recommendations in October 2009 and February 2010, the potential business opportunity for Rik Rammant was extinguished almost immediately following the World Cup vote. As proof that Qatari Business ultimately decided it “would not consider entering in an agreement

¹⁹⁹⁴ FWC00184187-88.

¹⁹⁹⁵ Moreover, Mr. Bleicher's emails propose giving Rik Rammant's company an opportunity “as respective ship agent / representative in the port of Zeebrugge/Belgium for the vessels coming from Qatar, hardly a business prospect dependent on the bid's success.

¹⁹⁹⁶ FWC00138430.

¹⁹⁹⁷ FWC00138426.

¹⁹⁹⁸ FWC00138425.

with Rammant's company," Qatar 2022 points to Mr. Rammant's emails of December 6, 2010.¹⁹⁹⁹ In other words, mere days after Dr. D'Hooghe and other Executive Committee members cast their ballots, Qatari Business dashed Mr. Rammant's longstanding hope of landing a potentially lucrative contract.

Mr. Bleicher asserted during his interview with the Investigatory Chamber that the timing of Mr. Rammant's interactions with Qatari Business proves the *absence* of any attempt to influence the bidding process. According to Mr. Bleicher, Qatari Business rejected the possibility of working with Mr. Rammant's company, Lalemant, in March or April 2010.²⁰⁰⁰ Qatari Business "told them no," Mr. Bleicher said, because it already had "another provider" and thus had "no need" for Lalemant's services.²⁰⁰¹ Mr. Bleicher stated:

[I]f this would have been so important and the key issue for getting a vote, why would the company then, in Spring 2010, tell them no? If we would—if we would have this influence they would have said yes *or at least they would have postponed the decision.*²⁰⁰²

Given the late-November scheduling of the December 1, 2010 meeting, followed by the December 6 rejection of any possible agreement, it appears that "postpon[ing] the decision" is precisely what Qatari Business ultimately did. Efforts to arrange a meeting between Rik Rammant and Qatari Business continued after April 2010 and, indeed, succeeded in securing such a meeting for December 1.²⁰⁰³ According to Mr. Bleicher, he continued to pursue the opportunity on Rik Rammant's behalf even after the initial March or April 2010 rejection "because Luc passed away" in February 2010 and Mr. Bleicher therefore "felt it as my personal responsibility to make sure that at least [Rik] has the chance to—to present his company to [Qatari Business]." ²⁰⁰⁴ It is unclear from this record whether Mr. Bleicher took any further steps to assist Rik Rammant after December 2, 2010.

3. *Qatar 2022's Role*

Mr. Bleicher is not the only individual associated with Qatar 2022 who acted improperly. Notably, Qatar 2022's written statement essentially adopts Mr. Bleicher's explanation of the events and communications discussed above, without any apparent recognition of the appearance that was created.²⁰⁰⁵ Qatar 2022 emphasized, for example, that "[d]espite the personal relationship between Rik

¹⁹⁹⁹ FWC00138603-604; *see also* FWC00138433-34.

²⁰⁰⁰ *See* FWC00184185.

²⁰⁰¹ FWC00184185.

²⁰⁰² FWC00184189 (emphasis added).

²⁰⁰³ *See, e.g.*, FWC00138412-14; FWC00138428.

²⁰⁰⁴ FWC00184185.

²⁰⁰⁵ *See* FWC00138602-604.

Rammant's father and a Member of the FIFA ExCo, no contract was reached between Lalemant N.V.—Rammant's company—and [Qatari Business]."²⁰⁰⁶

Lalemant's failure to secure an agreement is not proof that Qatar 2022 never conveyed a benefit. Qatar 2022 officials helped Rik Rammant obtain an opportunity—namely, a chance to discuss a business opportunity with a potentially valuable client—that would not have been available to him absent the bid team's intervention.²⁰⁰⁷ Whether Qatari Business truly considered working with Mr. Rammant's company is unclear, but at a minimum Mr. Rammant believed as of December 2, 2010 that he was receiving that advantage—which, if the intent was to influence the bidding process, was what mattered.

Mr. Bleicher was not Mr. Rammant's only advocate on the bid team. Nothing in the record suggests that any Qatar 2022 officials dissuaded Mr. Bleicher's efforts. Mr. Bleicher sent Qatar 2022 CEO Hassan Al-Thawadi and Deputy CEO Ali Al-Thawadi details about Mr. Rammant and "the connection to our World Cup Bid" in February 2010, he noted that he was providing this information "[a]s requested."²⁰⁰⁸ Rik Rammant's characterization of Hassan Al-Thawadi and Mr. Bleicher as "my two biggest sponsors in my attempts to work with [Qatari Business]"²⁰⁰⁹ further reflects Hassan Al-Thawadi's involvement.

4. *Dr. D'Hooghe's Explanation*

Dr. D'Hooghe did not mention Luc Rammant, Rik Rammant, or any of the events related to the Qatari Business opportunity when he was interviewed in March 2014. After the communications discussed above subsequently came to the Investigatory Chamber's attention due to the cooperation of Qatar 2022, the Investigatory Chamber offered Dr. D'Hooghe an opportunity to address the matter.²⁰¹⁰

In response, Dr. D'Hooghe confirmed that Luc Rammant was a friend who traveled with him, including by accompanying him on international trips to FIFA-related events.²⁰¹¹ The two were not "associates," Dr. D'Hooghe wrote, noting that Luc Rammant was "a hotel owner, while, as you know, I am active as a medical doctor."²⁰¹² As to whether he "was aware during the bidding process that there were communications concerning whether individuals associated with the Qatar bid team could help Rik Rammant secure a potential business opportunity," Dr. D'Hooghe issued a vehement denial:

²⁰⁰⁶ FWC00138603-604; *see also* FWC00184186 ("[A]t the end there was no agreement . . .").

²⁰⁰⁷ *See, e.g.*, FWC00184191; FWC00138602.

²⁰⁰⁸ FWC00138419.

²⁰⁰⁹ FWC00138433.

²⁰¹⁰ *See* FWC00173916.

²⁰¹¹ *See* FWC00173917.

²⁰¹² FWC00173917.

This is NOT correct, and completely unknown to me.

I NEVER had any relationship with Rik Rammant; I even do not know where he lives or in what kind of business he is (or was) active.

So, I am completely surprised by this question.

Any possible relationship between Rik Rammant and the Qatar bid is completely unknown to me.²⁰¹³

Dr. D’Hooghe’s claims of complete ignorance about this matter are contradicted elsewhere in the record. Based on multiple statements by Mr. Bleicher, Dr. D’Hooghe was aware at least that a request to assist Rik Rammant had been made. Mr. Bleicher told the Investigatory Chamber that he met Luc Rammant through Dr. D’Hooghe and was approached about the favor after he “showed them Aspire”;²⁰¹⁴ that “Michel D’Hooghe, he told me, ‘Andreas, if you want to do something it has nothing to do with me’”;²⁰¹⁵ that both Luc Rammant “and Michel D’Hooghe as well” told him not to feel obliged to help Rik Rammant;²⁰¹⁶ and that he and Dr. D’Hooghe “only talked about this once.”²⁰¹⁷ Whether Dr. D’Hooghe stated that any action by the Qatar bid team on Rik Rammant’s behalf would not influence his vote is not determinative. Such a protestation would not eliminate the appearance of conflict—indeed one that Dr. Bleicher at least believed existed—and Dr. D’Hooghe should have taken further steps to remedy that appearance issue.

Accordingly, in light of the testimony and the documents in the record, it is likely Dr. D’Hooghe was aware of the efforts by the bid team to obtain this benefit for his friend’s son. Those efforts, at a minimum, were undertaken by members of the Qatar bid team with the idea that it might influence his vote.

D. Conclusion

The events discussed above with respect to Dr. D’Hooghe’s conduct in accepting the painting from Mr. Koloskov, in neglecting to mention the presence of the Russian bid team CEO at the meeting when the painting was given to him, and his activities with respect to the business opportunity given to his good friend’s son by the Qatar bid team and his claimed ignorance of those efforts raise serious issues as to Dr. D’Hooghe’s judgment and provide a prima facie basis for further proceedings. Accordingly, formal investigation proceedings will be opened against Dr. D’Hooghe into whether his conduct violated relevant ethics code provisions

²⁰¹³ FWC00173917.

²⁰¹⁴ FWC00184183.

²⁰¹⁵ FWC00184184.

²⁰¹⁶ FWC00184191-92.

²⁰¹⁷ FWC00184191.

governing conflicts of interest, gifts, general conduct and duty to cooperate with this inquiry. *See* Part XIV(A)(1)(b).

XIII. COLLUSION

The December 2, 2010 World Cup voting procedures were susceptible to strategic voting—*i.e.*, to Executive Committee members casting ballots for specific bids for reasons other than merit—in two principal ways.

First, as noted above,²⁰¹⁸ FIFA used an “exhaustive balloting” procedure whereby the voters proceeded to a voting booth one round at a time. If no bidder received a majority of votes after a round, the bidder with the lowest vote total was eliminated and each voter cast a new ballot for one of the remaining candidates. While every voting procedure has potential flaws, exhaustive balloting is particularly susceptible to strategic voting because it enables voters to change their votes between rounds. The round-by-round vote totals from the World Cup vote are illustrative. For example, the vote totals in the first round of 2018 balloting were Russia 9, Spain/Portugal 7, Belgium/Holland 4, and England 2. Because no bid received a majority, the lowest vote-getter, England, was eliminated. In the second round, the vote totals were Russia 13, Spain/Portugal 7, and Belgium/Holland 2. Curiously, at least two Executive Committee members who voted for Belgium/Holland in the first round voted for another bid in the second round. Given that the bids did not change in the few minutes between rounds—the Belgium/Holland bid was as strong as of the second round as it had been as of the first—the logical explanation is that some Executive Committee members did not always cast votes for the candidate they believed offered the best bid. An “instant run-off” procedure would have prevented much of this type of behavior. In that system, each voter ranks the bidders from best to worst. Only the voter’s top ranking is counted in the first round, and if no bid team receives a majority, then the team with the lowest vote total is eliminated. A second round is conducted using the same ballots, but this time the voters who previously had the now-eliminated team ranked first will be credited as voting for whichever bid they listed next on the list. The process then continues until one bidder receives a majority. Voters are thus unable to re-rank bidders between rounds, making voters less likely to rank their non-favorite bidders No. 1, lest they be stuck with through multiple rounds.

Second, the decision to select bidders for both the 2018 and 2022 World Cup tournaments simultaneously made the voting process subject to collusion and vote-trading. The subsections below address allegations of such behavior.

A. Spain/Portugal 2018-Qatar 2022 Voting Agreement

²⁰¹⁸ *See* Part III(C)(10).

Before and after the World Cup vote, public reports alleged that seven Executive Committee members reached a vote-trading agreement that locked in seven votes each for the Spain/Portugal and Qatar bid teams.²⁰¹⁹ No allegation better illuminates the vulnerabilities in a bidding process that involved bids for separate events simultaneously; that designated Europe as the host for 2018, thus separating 2018 bidders from 2022 bidders and placing four Executive Committee members from bidding countries on each side;²⁰²⁰ that allowed Executive Committee members to participate in the process when their home country was bidding; and that employed a secret ballot. The prohibition against *bid teams* colluding—a futile gesture without a captive Executive Committee member vote—could do little to address those procedural flaws. With those issues as a backdrop, this section will analyze whether the evidence supports the allegation of collusion.

Any agreement to exchange votes would have violated the rules of the bidding process. The Bid Registration form, signed by every bid committee and member association, including those of Qatar and Spain/Portugal, prohibited bidders from “entering into any kind of agreement with any other member association or bid committee as regards to the behavior during the Bidding process.”²⁰²¹ That effort to head off the clear incentive for collusion built into the two-venue bidding structure was well-intentioned, but incomplete. Notably, the rule was directed toward bid teams and their respective member associations, rather than to the only individuals who possessed votes to trade: members of the Executive Committee. Collusive voting behavior would have contravened other rules of conduct, such as those set forth in Article 3 of the 2009 FCE, but the failure to implement a rule prohibiting Executive Committee officials directly from trading votes—while simultaneously recognizing that such collusion would undermine the integrity of the bidding process—suggests that FIFA was reluctant to impose restrictions on the Executive Committee. That approach, which was also reflected in the decision to require bid teams to report contacts with Executive Committee members without requiring Executive Committee members to report contacts with bid teams,²⁰²² gave the appearance that Executive Committee members were above the rules, a misimpression reinforced by the conduct of some of those members in response to any suggestion that they were not.²⁰²³

²⁰¹⁹ See, e.g., FWC00158396, FWC00185997-98.

²⁰²⁰ Executive Committee representatives from 2018 bidding nations were Michel D’Hooghe of Belgium, Vitaly Mutko of Russia, Geoff Thompson of England, and Ángel María Villar Llona of Spain; and representatives from 2022 bidding nations were Mohamed Bin Hammam of Qatar, Mong-Joon Chung of South Korea, Sunil Gulati of the United States, and Junji Ogura of Japan. Australia was the lone unrepresented bidder.

²⁰²¹ FWC00003887.

²⁰²² See Part III(C)(5).

²⁰²³ See, e.g., Parts IV(B)(b) (discussing Julio Grondona’s statements during an interview with the Investigatory Chamber), III(C)(5) (quoting Chuck Blazer’s response to Bid Circular No. 3), IX(A)(2) (quoting Mong-Joon Chung’s response to Secretary General Valcke’s request for information about Mr. Chung’s letters to other Executive Committee members).

The attraction to trade votes became almost irresistible once Europe was designated the host confederation for 2018, lining up four Executive Committee members representing Europe-based bidders with four such members from bidding nations outside Europe. In a process that essentially handed all eight of those Executive Committee members a potential partner, it is no surprise that an allegation emerged that two of them had begun to dance.

One of the first articles to allege collusion between Qatar and Spain/Portugal was published in the Telegraph on September 22, 2010.²⁰²⁴ The article noted “chatter in Fifa and bidding circles, with suggestions that the Spanish would like to trade their potential influence for the support of Qatar’s Mohamed Bin Hammam.”²⁰²⁵

Another, more detailed account of this allegation in the Sunday Times relied on surreptitiously recorded conversations with Michel Zen-Ruffinen, a former FIFA official.²⁰²⁶ In its referral of the allegations underlying the article to FIFA, the Sunday Times stated that “Michel Zen-Ruffinen, your former general secretary, told us this week that Spain and Qatar have formed an alliance” and further alleged that those bidding teams had the support of “seven FIFA Executive Committee members, including their own.”²⁰²⁷ In a letter to Qatar 2022 requesting comment,²⁰²⁸ the paper claimed Mr. Zen-Ruffinen described an “alliance” linking “the votes of at least seven FIFA executive committee members,” namely: “Ricardo Terra Teixeira, Julio Grondona, Rafael Salguero, Hany Abo Rida, Worawi Makudi, as well as Qatar’s Mohamed Bin Hammam and Spain’s Ángel María Villar Llona.”²⁰²⁹ Mr. Zen Ruffinen reportedly said at the time that the voting agreement was “not just a rumor, that’s fact.”²⁰³⁰ When later retracting his statements, however, Mr. Zen Ruffinen reportedly said he had been “recounting ‘well-known rumors.’”²⁰³¹

Shortly thereafter, Chuck Blazer, an Executive Committee member from the United States, reportedly said that during an October meeting he saw Mr. Villar Llona pass a note to Bin Hammam stating, “Congratulation[s], vamos a ganar,”

²⁰²⁴ See FWC00118458-59.

²⁰²⁵ FWC00118458-59.

²⁰²⁶ See FWC00118471-74.

²⁰²⁷ FWC00118449-50.

²⁰²⁸ See FWC00118447-48.

²⁰²⁹ FWC00118448. While the Sunday Times’s letter implicated Mr. Salguero of Guatemala in the bidding agreement, most of the articles and allegations about this subject referenced only a bloc of seven members, without names. See, e.g., FWC00157531-32. Several articles specifically referenced South American voters’ support generally for the Spain/Portugal bid. See, e.g., FWC00158415-16; Part XIII(A)(4). Representatives on the Executive Committee from the South American Confederation, CONMEBOL, were Julio Grondona, Nicolás Leoz, and Ricardo Teixeira; Rafael Salguero was a representative from the North American Confederation, CONCACAF, which encompasses Guatemala. Mr. Salguero told the Investigatory Chamber that he voted for Russia for 2018 and the United States for 2022. See FWC00181477, FWC00181484, FWC00181494.

²⁰³⁰ FWC00118472.

²⁰³¹ FWC00118474.

which translates to, “Congratulations, we are going to win.”²⁰³² Many interpreted that message as a reference to a voting agreement between the respective bidders.²⁰³³

The press reported in late November 2010 that the FIFA Ethics Committee had closed its investigation into the alleged collusion based on a lack of “sufficient grounds” for proceeding with a case against the bid committees.²⁰³⁴ Nevertheless, the issue resurfaced in early 2011 when President Blatter told the BBC: “I’ll be honest, there was a bundle of votes between Spain and Qatar. But it was a nonsense. It was there but it didn’t work, not for one and not for the other side.”²⁰³⁵

1. 2010 Ethics Committee Investigation

Allegations of a voting agreement between Spain and Qatar were in fact previously investigated by the FIFA Ethics Committee. On October 18, 2010, FIFA Secretary General Valcke referred the collusion allegations to Claudio Sulser, then Chair of the FIFA Ethics Committee, stating, “It has come to FIFA’s attention that, apparently, the Bid Committees of Spain/Portugal and Qatar might have formed an unfair alliance in order to secure votes.”²⁰³⁶ The Ethics Committee opened proceedings the same day, sending the Spain/Portugal and Qatar bid teams the following notice:

It has come to FIFA’s attention that, apparently, the Bid Committees of Spain/Portugal and Qatar might have formed an unfair alliance in order to secure votes in context with the awarding of the rights to host the FIFA World Cup™ 2018/2022.

This appears to be a violation of the FIFA Code of Ethics as well as of clause 11.5 of the Bid Registration Please be informed that the FIFA Ethics Committee has opened on these reasons **ethics proceedings** against you.²⁰³⁷

The letters asked each bid to respond to the allegation.²⁰³⁸ No letters of inquiry were sent to any of the Executive Committee members the allegations implicated.

Both bid teams denied the existence of any sort of “unfair alliance.” On October 20, Qatar 2022 CEO Hassan Al-Thawadi and QFA President Sheikh Hamad bin Khalifa bin Ahmed Al-Thani responded that they “absolutely deny any allegation of wrongdoing, any violation of the FIFA Code of Ethics, any breach of

²⁰³² FWC00157531.

²⁰³³ See, e.g., FWC00157531-32.

²⁰³⁴ See, e.g., FWC00157893.

²⁰³⁵ FWC00139598.

²⁰³⁶ FWC00118411.

²⁰³⁷ FWC00118415 (emphasis in original); FWC00118500 (emphasis in original).

²⁰³⁸ See FWC00118415, FWC00118500.

Clause 11.5 of the Bid Registration, and, in particular, any unfair alliance with the Spain/Portugal Bid Committee.”²⁰³⁹ The next day, Miguel Ángel López, Managing Director of the Spain/Portugal bid, wrote to the Ethics Committee “to inform you that we have not formed an unfair alliance with any Bid Committee.”²⁰⁴⁰

At the same time, FIFA Secretary General Valcke asked Chris Eaton of the FIFA Security Department to investigate the validity of the Sunday Times allegations. On October 20, 2010, Mr. Eaton emailed Qatar 2022 Deputy CEO Ali Al-Thawadi, Deputy CEO and Mr. López to ask whether their bid teams would “cooperate” with his investigation into the media report about collusion between Spain/Portugal and Qatar.²⁰⁴¹ In a follow-up message to Mr. López, Mr. Eaton wrote that his “investigation under the direction of SG Valcke, is independent of and additional to the ongoing investigation of the FIFA Ethics Committee.”²⁰⁴² That day, Mr. Eaton also informed Secretary General Valcke that he had “initiated the investigation as directed by you” and had “also engaged discrete support for an independent examination of the media report and any facts behind it.”²⁰⁴³ There is no further record of any communications from the relevant bid teams or from Mr. Eaton.

The motivation for the parallel lines of inquiry is unclear. When interviewed, Secretary General Valcke explained that he initially responded to the allegations by having Mr. Eaton run a “kind of first check” to see whether “the information was really based on facts.”²⁰⁴⁴ If Mr. Eaton found a real case, Secretary General Valcke said, “then it was going directly to the . . . Ethics Committee.”²⁰⁴⁵ Secretary General Valcke also said that because the Ethics Committee at the time lacked an “investigation [a]rm,” he used Mr. Eaton and the FIFA Security Department to investigate allegations and pass any findings to the Ethics Committee.²⁰⁴⁶ However, Mr. Eaton never worked for the Ethics Committee, which had its own Secretariat.²⁰⁴⁷

On October 31, 2010, Mr. Eaton emailed Secretary General Valcke an update:

Further to your direction for me to investigate the above media allegation, in summary no hard evidence proving or disproving the

²⁰³⁹ FWC00118426; *see also* FWC00118442.

²⁰⁴⁰ FWC00118509.

²⁰⁴¹ FWC00166764; FWC00166766-67.

²⁰⁴² FWC00166765.

²⁰⁴³ FWC00166762.

²⁰⁴⁴ FWC00182739.

²⁰⁴⁵ FWC00182739-40.

²⁰⁴⁶ FWC00182746-47.

²⁰⁴⁷ FWC00182746.

allegation of collusion has been found. Without evidence, the allegation is unsubstantiated in investigative terms.²⁰⁴⁸

Mr. Eaton further stated that his investigation included “interviews and requests for evidence in support of the allegations,”²⁰⁴⁹ but the Investigatory Chamber has been unable to locate any further documents from Mr. Eaton’s inquiry. Mr. Eaton’s email did not mention any correspondence with or documents collected from bid committees or Executive Committee members; the investigative steps Mr. Eaton described consisted only of tracking relevant media articles and speaking to one journalist about his sources:

The first public report of collusion between Spain/Portugal and Qatar came in the Daily Telegraph of the 22nd of September 2010. It was described as chatter amongst footballing circles and between the bid teams. Despite several different approaches the journalist Paul Kelso will not name his source or provide any evidence in support of his report.

The next mention of the collusion was from Michel Zen Ruffinen in as [sic] Times interview secretly filmed. Again, he speaks in general terms without putting a single name or detail to the allegation. He has since reversed his statement since the Times report, saying in effect that he was exaggerating his knowledge and position he has to ensure he got the business deal on offer.²⁰⁵⁰

Apart from those statements, Mr. Eaton’s message to Secretary General Valcke lacked any substantial information or analysis as to the allegations. Mr. Eaton ended his message by stating: “In the absence of direct or indirect evidence, my conclusion is that [it] is likely that an unknown football personality has just spoken thoughts or suspicions out aloud to the wrong person.”²⁰⁵¹

Secretary General Valcke indeed forwarded Mr. Eaton’s October 31 email to the Ethics Committee, which closed the investigation on November 18, 2010 “for lack of substantial evidence.”²⁰⁵² The Ethics Committee’s investigation file contains only correspondence with the bid committees and with Secretary General Valcke, as well as the summary email from Eaton. No other material has been located in FIFA’s records.

2. Evidence of a Voting Agreement

²⁰⁴⁸ FWC00118494.

²⁰⁴⁹ FWC00118494.

²⁰⁵⁰ FWC00118494.

²⁰⁵¹ FWC00118494.

²⁰⁵² FWC00118491.

Given the limited nature of the inquiry described above, the Investigatory Chamber re-examined the issue of collusion involving Executive Committee members' votes for the Qatar and Spain/Portugal bids.

A FIFA press release following the December 2, 2010 vote confirmed that while Qatar received no fewer than 10 votes in any round of voting for the 2022 hosting rights, Spain/Portugal received seven votes in both rounds of voting for 2018.²⁰⁵³ That tally is consistent with the allegation that a voting agreement guaranteed both bids at least seven votes.

When questioned in this inquiry, bid officials again denied that any collusion took place.²⁰⁵⁴ López, apparently disregarding the number of votes that were allegedly in play under the agreement, asserted that there could not have been any agreement because Qatar's bid prevailed while Spain/Portugal's lost: "If it had been so Spain and Qatar would have won, and we didn't win."²⁰⁵⁵

Likewise, Messrs. Makudi, Abo Rida, Villar Llona, and Grondona all denied participating in or even knowing about any such agreement.²⁰⁵⁶ Mr. Salguero stated that he voted for Russia for 2018 and the United States for 2022.²⁰⁵⁷ Messrs. Bin Hammam, Leoz, and Teixeira did not participate in this investigation.²⁰⁵⁸

Messrs. Makudi and Villar Llona refused to disclose how they voted: Mr. Makudi said he "would like to keep this confidential,"²⁰⁵⁹ while Mr. Villar Llona, the President of the Spain/Portugal bid team,²⁰⁶⁰ declined even to state whether he voted for that bid, citing his view that "the principle of the secret vote is paramount."²⁰⁶¹

Notably, Mr. Abo Rida freely disclosed—even before being asked—that he voted for Qatar for 2022,²⁰⁶² and he further stated that he believed Russia had the best bid for 2018.²⁰⁶³ When asked to confirm that he therefore voted for Russia, however, Mr. Abo Rida demurred: "I will not say."²⁰⁶⁴ While Mr. Abo Rida specifically denied being aware of any vote-trading agreement involving the Qatar and Spain/Portugal bids,²⁰⁶⁵ his refusal to divulge his vote for 2018 despite having

²⁰⁵³ FWC00118522.

²⁰⁵⁴ See FWC00183934; FWC00183779-80; FWC00173345; FWC00181168.

²⁰⁵⁵ FWC00181168-69.

²⁰⁵⁶ FWC00182836; FWC00181572; FWC00173345; FWC00173310.

²⁰⁵⁷ See FWC00181477; FWC00181484; FWC00181494.

²⁰⁵⁸ See Part IV(B)(2).

²⁰⁵⁹ FWC00182879-80.

²⁰⁶⁰ See FWC00173337.

²⁰⁶¹ FWC00173350.

²⁰⁶² See FWC00181566.

²⁰⁶³ See FWC00181570-71.

²⁰⁶⁴ FWC00181571.

²⁰⁶⁵ See FWC00181571-72.

praised the Russian bid as the best of the 2018 candidates leads to the unfortunate inference that some factor other than merit influenced his vote.

Similarly, Mr. Grondona implied in a written statement that he voted for the Spain/Portugal bid pursuant to the consensus of leaders from the 10 member associations in CONMEBOL,²⁰⁶⁶ and he suggested during his March 2014 interview—spontaneously, before the interviewers had an opportunity to pose a single question about Qatar—that he believed Qatar deserved to host the 2022 World Cup, based largely on points raised during Qatar’s December 1, 2010 live presentation:

Actually it would be very interesting for you to listen once again to the speech that was actually given by the wife of the Emir of Qatar to the audience back then which led to her receiving a standing ovation from the part of everyone who was present there. If you would listen to that speech, you would understand. . . . If you would have listened to what she said you wouldn’t have to, we wouldn’t have to go through this anymore.²⁰⁶⁷

Yet when invited to disclose his vote in writing, Grondona responded:

I believe that the criticisms and speculations that have been formulated about the voting process can in no way justify revealing what my vote was, without undermining one of its essential features which is that of its confidentiality. Additionally, I believe that to reveal my vote would be detrimental to FIFA itself, given that the designation of the two host countries for 2018 and 202[2] was made several years ago, without any of the competing candidate countries formally challenging the result of the elections.²⁰⁶⁸

That answer turns ethics on its head. Given the allegations of collusion, Mr. Grondona’s assertion that greater transparency into this process would actually harm FIFA reflected a fundamental misunderstanding of his duties and obligations to the organization. Hiding behind confidentiality and the irrelevant fact that no “formal” challenge was made by any of the other candidates ignores both the role of the Ethics Committee and the fact that this is indeed a “formal” inquiry that required his best efforts to assist its fact-finding mission. Executive Committee members were free to decline to reveal their votes to the Investigatory Chamber. They were also free, of course, to disclose that information, which in this instance could have helped to refute a lingering allegation of impropriety. They chose “secrecy”—or, in the case of Mr. Abo Rida and to some extent Mr. Grondona, an

²⁰⁶⁶ See FWC00173307; Part XIII(A)(4).

²⁰⁶⁷ FWC00181368-69.

²⁰⁶⁸ FWC00173313.

even more damaging partial disclosure. Accordingly, their denials of any improper voting agreement lose credibility, while the lack of transparency further undermines confidence in the integrity of the bidding process.

With respect other potential evidence of collusion, Mr. Villar Llona confirmed he passed a note to Mr. Bin Hammam during an October 2010 Executive Committee meeting stating something to the effect of “we are going to win.”²⁰⁶⁹ The message, Mr. Villar Llona said, “refer[ed] to the hope that we would be acquitted in the Ethics Committee case and that this would be archived and unfounded.”²⁰⁷⁰ He characterized the note as a “message of support and encouragement between two colleagues that were having a bad time.”²⁰⁷¹ Mr. Villar Llona’s account is consistent with the timing of that was alleged: The October 2010 Executive Committee meeting occurred after the Ethics Committee opened its investigation, but before the parties were cleared.

Some evidence did surface of an agreement or alliance linking votes for Spain/Portugal with votes for Qatar. Most significantly, three football officials reported that Executive Committee members told them directly that they were trading their own votes as part of that alliance.

Sunil Gulati, the Chair of the United States bid team and, since 2013, a member of the FIFA Executive Committee, told the Investigatory Chamber²⁰⁷² that Mr. Villar Llona “told me he was going to vote for Qatar because Bin Hammam was going to vote for Spain,”²⁰⁷³ and that Mr. Villar Llona “didn’t vote for Qatar because he thought they would be the best country in the world to host the tournament. He voted for them because he had an agreement that he would support them as long as they brought votes to him.”²⁰⁷⁴

Two officials from the England 2018 bid team, CEO Andy Anson and Chief Operating Officer Simon Johnson, said another Executive Committee member, Worawi Makudi, made a similar admission about his own intentions. Mr. Anson said Mr. Makudi “was quite clear that he was going to support Qatar and follow Bin Hammam” and “let me know that the Spain deal was, was happening.”²⁰⁷⁵ Mr. Johnson recalled a separate discussion with Mr. Makudi during the World Cup in South Africa. According to Mr. Johnson, Mr. Makudi apologized for his inability to support England’s bid, saying essentially, “Sorry I can’t vote for you but you know

²⁰⁶⁹ FWC00173348.

²⁰⁷⁰ FWC00173348.

²⁰⁷¹ FWC00173348.

²⁰⁷² The Chair of the Investigatory Chamber did not participate in the interview of Mr. Gulati or any other United States officials because he had recused himself from the investigation of U.S. World Cup bid. *See* Part I(B). Findings regarding U.S. football officials are presented in the Deputy Chair’s separate report.

²⁰⁷³ FWC00180970.

²⁰⁷⁴ FWC00180964-65.

²⁰⁷⁵ FWC00184698.

I've promised my *votes* to Bin Hammam.”²⁰⁷⁶ In addition, Mr. Johnson said, Mr. Makudi explained that Mr. Bin Hammam had arranged a trade of three World Cup votes—those of Messrs. Bin Hammam, Makudi, and Abo Rida—while “Spain/Portugal were trading a block of four,” comprising the votes of “Villar Llona and then the three for CONMEBOL,” namely, Messrs. Grondona, Leoz, and Teixeira.²⁰⁷⁷ For his part, Mr. Makudi denied knowledge of any such agreement, and further denied making the statements Messrs. Anson and Johnson attributed to him.²⁰⁷⁸

Mr. Zen Ruffinen, the key figure in many media accounts of the alleged vote-trading arrangement, declined to cooperate with this inquiry, stating in response to an invitation to meet with the Investigatory Chamber that because he left FIFA in 2002, well before the bidding process began, “I have come to the conclusion that to participate in such a meeting would make no sense.”²⁰⁷⁹

As to his statement to the press regarding a “bundle of votes,” President Blatter said he meant to say the Spain/Portugal bid “tried to have an arrangement with Qatar,” but “[t]here was no evidence” such an agreement existed “because would there have been some evidence they would have transmitted it immediately to the Ethics Committee.”²⁰⁸⁰ Given the state of the record in the Ethics Committee file as discussed above, President Blatter’s assurance carries little weight.

No support for the allegation was found in any of the materials produced by the bid teams. While Qatar 2022 produced voluminous records regarding its visits to and contacts with Spain, the Spanish member association represented that it had only very limited access to data from this period. Absence of any responsive documents from the Spanish bid team is more a reflection of that entity’s failure to cooperate than of a basis to conclude that no incriminating evidence exists.²⁰⁸¹

3. *Other Contacts Between Spain And Qatar*

In written answers to questions from the Investigatory Chamber, Mr. Villar Llona stated that he traveled to Qatar during the bidding process in “order to officially present the candidature, nothing more than that,” and that “I believe I remember that the Qatar candidature came to Spain at some point,” again “solely for the official presentation of its candidature.”²⁰⁸² Qatar 2022 CEO Hassan Al-Thawadi acknowledged meeting with Mr. Villar Llona to “discuss the merits of the bid.”²⁰⁸³ Mr. Al-Thawadi and other bid officials denied discussing any voting

²⁰⁷⁶ FWC00184495-96 (emphasis added).

²⁰⁷⁷ FWC00184494-95.

²⁰⁷⁸ See FWC00182837-38.

²⁰⁷⁹ FWC00180677.

²⁰⁸⁰ FWC00182664-65.

²⁰⁸¹ See Part IV(C)(1).

²⁰⁸² FWC00173346.

²⁰⁸³ FWC00183935.

arrangements during those meetings.²⁰⁸⁴ Nothing in the record contradicts these statements.

Delegations of Qatar 2022 officials did visit Spain several times during the bidding process. In light of the collusion allegations, the Investigatory Chamber examined the nature and subject of these contacts. While it is clear that various Qatari entities—including Qatar 2022—had connections with the football community in Spain, no evidence has been found linking these trips or relationships with any improper voting arrangement.

a. FC Barcelona

Qatar 2022 officials Hassan Al-Thawadi and Andreas Bleicher participated directly in negotiations between Qatar Sports Investments (QSi), which was “representing all major Qatari entities,”²⁰⁸⁵ and the Spanish football club FC Barcelona that resulted in a five-year investment and sponsorship agreement.²⁰⁸⁶ The deal was announced on December 10, 2010, shortly after the World Cup vote.²⁰⁸⁷

Messrs. Al-Thawadi and Bleicher told the Investigatory Chamber they were part of an “Executive Committee” in Qatar tasked with “the management of the relationship between Barcelona and Qatar.”²⁰⁸⁸ To close the deal, they traveled to Barcelona repeatedly during the bidding process, including trips in October and November 2010.²⁰⁸⁹ Some of the travel appears to have been organized through the bid team and involved other bid team officials. For example, records show that Hassan Al-Thawadi’s assistant, Justine Oldfield, coordinated travel arrangements in July 2010 for a meeting with FC Barcelona to be attended not only by Hassan Al-Thawadi and Mr. Bleicher, but also to Qatar 2022 officials Ali Al-Thawadi and Nasser Al-Khater.²⁰⁹⁰

While bid team members were involved in the negotiations with FC Barcelona, no link has been uncovered between QSi’s investment and the December 2, 2010 World Cup vote.

²⁰⁸⁴ See FWC00183935; FWC00183779; FWC00183857.

²⁰⁸⁵ FWC00186091.

²⁰⁸⁶ See FWC00183941.

²⁰⁸⁷ See, e.g., FWC00173421-22; FWC00173425-26.

²⁰⁸⁸ FWC00184125; see also FWC00183942.

²⁰⁸⁹ See FWC00184119. Qatar 2022 officials also traveled to Barcelona in February 2010, which was apparently before negotiations for the FC Barcelona sponsorship began, to announce the bid team’s newest bid ambassador, the former football player and FC Barcelona coach Pep Guardiola of Spain. FWC00154543; FWC00184115. According to Mr. Bleicher, during negotiations with Mr. Guardiola about becoming an ambassador for Qatar’s bid there was no discussion about a potential mutual-support agreement with the Spain/Portugal bid. See FWC00184116. Mr. Villar Llona, who stated that he had no recollection of being invited to the February 2010 press conference, said “Mr. Guardiola, although he is Spanish, neither collaborates nor has any link with RFEF.” FWC00173347; see also FWC00182618-19; FWC00182437.

²⁰⁹⁰ See FWC00128964.

b. Real Madrid

Qatar 2022 officials also visited Madrid in October 2009 and at least once more after that to discuss a potential investment related to the Spanish football club Real Madrid.²⁰⁹¹ The trip resulted from conversations between the Qatar Investment Authority (“QIA”) and Real Madrid representatives.²⁰⁹² Records produced by Qatar 2022 show that bid officials were involved in communications regarding a theme-park concept, as were QIA executive Maarten Briet, Real Madrid Chairman Florentino Perez, and a Spanish businessman named Jaime Fluxa.²⁰⁹³ It does not appear that QIA ultimately invested in the contemplated Real Madrid project.²⁰⁹⁴

No evidence in the record suggests that Qatar 2022 officials met with anyone from the Spain/Portugal bid team or from the FIFA Executive Committee in Madrid.²⁰⁹⁵ Nor has the Investigatory Chamber seen evidence that the Real Madrid discussions influenced the voting process in any way.

4. CONMEBOL’s Approach to World Cup Voting

Three of the votes at issue in the Spain/Qatar collusion allegations belonged to representatives of CONMEBOL, making that confederation’s process for determining how its Executive Committee members would vote relevant to this question. Conflicting statements by Julio Grondona about how CONMEBOL’s FIFA Executive Committee members approached the World Cup vote lend support to doubts the collusion allegations raised about the integrity of the CONMEBOL representatives’ decision-making process.

Mr. Grondona, the only CONMEBOL representative from the 2010 Executive Committee who responded to questions in this inquiry,²⁰⁹⁶ said during his March 2014 interview that “all candidates came to see me . . . in Buenos Aires and I gave each and every one of the projects of the bidders time and looked at their proposals.”²⁰⁹⁷ According to Mr. Grondona, the bidders did not make their presentations around the same time, such as during a CONMEBOL Congress or

²⁰⁹¹ See, e.g., FWC00183912.

²⁰⁹² See FWC00136431. The relationship between Qatar 2022 and QIA is described further in Part X(A).

²⁰⁹³ See FWC00136431. Mr. Bleicher said he understood Mr. Fluxa to represent the interests of Real Madrid, not of QIA or Qatar 2022. See FWC00184113.

²⁰⁹⁴ See, e.g., FWC00184114.

²⁰⁹⁵ See, e.g., FWC00184113; FWC00182617; FWC00182435-36.

²⁰⁹⁶ The other two Executive Committee members from CONMEBOL during the bidding process were Nicolás Leoz and Ricardo Teixeira. Mr. Leoz informed the Investigatory Chamber he was willing to answer written questions, but after the Investigatory Chamber prepared written questions, had them translated into Spanish, and sent them to Mr. Leoz, he never responded. See Part IV(B)(2). The Investigatory Chamber was unable to communicate with Mr. Teixeira. See Part IV(B)(2).

²⁰⁹⁷ FWC00181377.

other event; rather, “the candidates c[ame] one at a time to Buenos Aires.”²⁰⁹⁸ Mr. Grondona also told the Investigatory Chamber that Presidents from all 10 CONMEBOL member associations decided which bids the Confederation should support, and on December 2, 2010 the South American representatives on the Executive Committee—Mr. Grondona, Nicolás Leoz, and Ricardo Teixeira—voted pursuant to the CONMEBOL consensus:

[T]he 10 countries that make up CONMEBOL, we get together [T]here are three South American votes [o]n the ExCo. So we agree on how these votes will go. So this is the 10 countries in South America that decide and this is not a personal decision. So I am one of the casting votes, or I cast one of the votes, but it is not my proper decision at that point, but it is something that has been agreed at a previous meeting of the CONMEBOL members. And quite frankly, I was off scratching my mind trying to find out exactly how I had voted and I don’t remember how I voted. That’s just to show you how much personal vested interest I have in this vote.²⁰⁹⁹

Those comments prompted follow-up questions about whether representatives from all 10 CONMEBOL member associations attended all of the bidders’ presentations in Buenos Aires and had access to the bid books and FIFA Evaluation Reports that were made available to Executive Committee members—and, if not, what information Mr. Grondona believed his CONMEBOL colleagues considered in assessing the bids.²¹⁰⁰ Mr. Grondona did not answer those questions before announcing his refusal to continue the interview.²¹⁰¹

Public reports indicate that representatives from all 10 CONMEBOL nations agreed to support the Spain/Portugal bid to host the World Cup in 2018. A report published approximately one week before the December 2, 2010 vote quoted CONMEBOL General Secretary Eduardo Deluca as stating, following a meeting held in Paraguay, “[t]he 10 countries are agreed to give the vote to Spain.”²¹⁰² Similarly, a person identified as Mr. Leoz’s spokesman reportedly said in May 2011 that “[t]he South American football confederation always said that its votes were for Spain and no other country.”²¹⁰³ Consistent with those reports, Mr. Grondona wrote in his April 2014 response to written questions from the Investigatory Chamber:

CONMEBOL’s Executive Committee agreed to give their support to the joint candidacy of Spain and Portugal to organize the 2018 World Cup,

²⁰⁹⁸ FWC00181384.

²⁰⁹⁹ FWC00181381-83.

²¹⁰⁰ *See* FWC00181384-87.

²¹⁰¹ *See* Part IV(B)(1)(b).

²¹⁰² FWC00173999.

²¹⁰³ FWC00186089.

recommending to its representatives on FIFA's Executive Committee that they vote for it. This was mainly due to the historic links and friendship that South America has with these two countries, and of course, due to the particular circumstances of this candidacy, which we felt was one of the most appropriate venues for the South American national teams that qualified to contest the World Cup.²¹⁰⁴

Mr. Grondona did not address directly whether CONMEBOL reached a consensus as to 2022, stating only that in or around October or November 2010, "it was debated among the presidents of the member associations . . . whether or not there was a consensus for a specific candidacy among all contenders that should be supported and consequently endorsed by the representatives of CONMEBOL on FIFA's Executive Committee."²¹⁰⁵ Nor does CONMEBOL appear to have made any public announcement about which 2022 bid, if any, the Confederation supported.

One question asked Mr. Grondona to clarify whether the 10 CONMEBOL representations had access to bid books and FIFA Evaluation Reports made available to FIFA Executive Committee members and, if not, what grounds the CONMEBOL representatives relied on in assessing the bids.²¹⁰⁶ Mr. Grondona replied that except as noted in his written comment quoted above, "I am unaware of the merits that my South American colleagues on FIFA's Executive Committee could have taken into consideration in deciding which candidate country to give their definitive vote to"²¹⁰⁷—a response that both failed to answer the question and contradicted his prior oral assertions that he, Mr. Leoz, and Mr. Teixeira did not cast World Cup ballots based on "a personal decision" because the Confederation determined collectively "how these votes will go."²¹⁰⁸ Written answers also undercut Mr. Grondona's previous claim that "all candidates came to see me . . . in Buenos Aires and I gave each and every one of the projects of the bidders time and looked at their proposals."²¹⁰⁹ Asked when the Buenos Aires presentations occurred and whether anyone else from CONMEBOL attended, Mr. Grondona wrote that he now remembered visits only by "representatives of the England and USA candidacies," and "I also cannot recall whether any other members of CONMEBOL were there with me when I was presented with the candidacies that came to visit me for this reason."²¹¹⁰

Mr. Grondona's inconsistent answers about the CONMEBOL representatives' approach to the World Cup vote do not prove allegations of collusion or other

²¹⁰⁴ FWC00173307; *see also* FWC00125822.

²¹⁰⁵ FWC00173307.

²¹⁰⁶ *See* FWC00173278.

²¹⁰⁷ FWC00179212.

²¹⁰⁸ FWC00181383.

²¹⁰⁹ FWC00181377.

²¹¹⁰ FWC00179212-13.

bidding process-related misconduct. Unfortunately, Mr. Grondona's comment sheds no light on the issue.

5. Conclusion

Spain's alleged lack of "access" to any relevant documentation at a minimum shut down an avenue that could have led to closure. The obligation to cooperate with any future Ethics Committee investigation that the Spain/Portugal bid team and Spain's member association expressly agreed to, means little without an implied requirement to preserve relevant documents. Nevertheless, that requirement must be made clearer to all future bid registrants.²¹¹¹

There are indications in the record of vote-trading agreements involving certain Executive Committee members, especially Messrs. Makudi and Villar Llona. Given that, as discussed elsewhere, formal investigation proceedings will be opened against both,²¹¹² the issue of their statements regarding voting agreements may be considered by the Chief of Investigation in each of those respective cases.

B. Japan's "Bartering" of Votes

The Investigatory Chamber received material indicating that the Japan 2022 bid team attempted to arrange some type of vote-trading agreement.

Japan 2022 provided the Investigatory Chamber with an "activity report" it prepared following the bidding process.²¹¹³ In addition to the complete report, which was written in Japanese and spanned hundreds of pages,²¹¹⁴ Japan 2022 submitted English translations of the report's table of contents²¹¹⁵ and of a chapter that discussed the bid's campaign activities.²¹¹⁶

In that chapter, under a section labeled "Lobbying strategy"²¹¹⁷ and a subsection describing the bid team's strategy in the UEFA region, Japan 2022's report stated:

We visited every Executive Committee member and gave presentations. We actively approached Vice President Platini (France), Executive Committee member Erzik (Turkey) and Executive Committee member Lefkaritis (Cyprus) in special who had floating votes since their countries were not host country

²¹¹¹ See Part XVI(F)(5).

²¹¹² See Parts X(2) and IV(B)(1)(a).

²¹¹³ See FWC00172942-43.

²¹¹⁴ See FWC00127589-749.

²¹¹⁵ See FWC00127763-72.

²¹¹⁶ See FWC00127750-62.

²¹¹⁷ FWC00127751.

candidates of the 2018 World Cup. In addition, *we examined the possibility to barter with host country candidates of 2018 for votes* at the last moment of the decision of the host country.²¹¹⁸

On its face, that statement admits that Japan 2022 at least contemplated pursuing a vote-trading agreement, presumably one involving the lone Executive Committee member from Japan during the bidding process, Junji Ogura. However, when the Investigatory Chamber subsequently notified Japan 2022 it was examining an issue related to “potential collusion or vote-trading,”²¹¹⁹ the bid team’s written response, signed by JFA General Secretary Hiromi Hara, expressed surprise:

[W]e came to note that in your last letter you are referring to a phrase ‘potential collusion or vote-trading’. In this regard, let me state that we have no idea on what kind of our acts could potentially be ‘collusion or vote-trading’ as we are confident that we always conducted ourselves in an appropriate manner in the course of our bidding activities to avoid such situation. It is our understanding that FIFA Executive Committee Members cast[] their votes on their own judgment and those who voted for us should have had understanding and trust to the contents of our Bidding plan.²¹²⁰

Before receiving the Japan 2022 report referencing “the possibility to barter with host country candidates of 2018 for votes,” the Investigatory Chamber asked Mr. Ogura, during an interview in Japan, whether he would disclose how he voted. He said “No,” then noted that the ballots were “secret.”²¹²¹

While the document translated by Japan 2022 certainly suggests that the bid team contemplated a strategy of “barter[ing]” votes, there is no evidence in the record that any votes involving Japan’s bid were ultimately traded. Once again, however, an Executive Committee’s refusal to reveal how he voted hampered efforts to shed light on what occurred.

C. Chung Mong-Joon’s Vote

Information from different sources indicated that Mong-Joon Chung traded or attempted to trade his World Cup votes.

1. *Mr. Chung and Mohamed Bin Hammam*

²¹¹⁸ FWC00127752 (emphasis added).

²¹¹⁹ FWC00186090.

²¹²⁰ FWC00180682.

²¹²¹ FWC00184327-28.

Allegations during and after the bidding process suggested that Mohamed Bin Hammam agreed to support Mr. Chung in a January 2011 AFC election in exchange for Mr. Chung's promise to vote for Qatar's 2022 bid in a later round in the event Korea's bid was eliminated early.

Evidence gathered during 2012 Ethics Committee proceedings against Mohamed Bin Hammam and referenced again in 2013 proceedings against his close associate and fellow Executive Committee member Manilal Fernando, confirms that Mr. Bin Hammam and his allies on the AFC Executive Committee campaigned for Chung before the January 2011 election, which Mr. Chung lost narrowly. For example, Mr. Fernando informed Mr. Chung via email in October 2010 that "Mr. Bin Hammam is campaigning very hard for you today," while Mr. Fernando was meeting with AFC delegates from "my group" of countries in South Asia to secure votes.²¹²² Mr. Fernando sent the message to Mr. Bin Hammam's assistant, Najeeb Chirakal, in blind copy.²¹²³ Mr. Fernando also forwarded Mr. Chirakal his March 2011 email assuring Mr. Chung that another ally of Mr. Bin Hammam, Worawi Makudi, had done his part to support Mr. Chung's campaign.²¹²⁴

The apparent Bin Hammam-Chung alliance is curious. Messrs. Bin Hammam and Chung had only recently been bitter rivals. As recently as May 2009, public reports quoted Mr. Chung describing Mr. Bin Hammam as "a sick person suffering from mental problems."²¹²⁵ Mr. Bin Hammam's willingness to breach FIFA regulations to promote his interests has been well-documented, including in the proceedings that led to his acceptance of a lifetime ban from football-related activity in December 2012.

Furthermore, Mr. Chung's written response to the allegations during this investigation was evasive. Among other questions, Mr. Chung was asked to describe his communications with Mr. Bin Hammam regarding the bidding process before December 2, 2010, including their discussions during their publicly reported meeting with Korea President Lee Myung-bak in Seoul in February 2010.²¹²⁶ Mr. Chung responded:

Mr. Mohammed Bin Hammam came to Korea to ask for my support regarding his candidacy for the FIFA Presidency, and during his visit, Mr. Bin Hammam happened to make a courtesy call on H.E. Lee Myung Bak, then President of Korea. In any case, however,

²¹²² FWC00186014.

²¹²³ FWC00186014.

²¹²⁴ FWC00186015-16.

²¹²⁵ FWC00121432.

²¹²⁶ FWC00172859.

Mr. Bin Hammam's visit was never related to discussions of [] Korea's bid or the bidding process before December 2, 2010.²¹²⁷

That statement conflicts with a number of public reports, including a February 16, 2010 media release published by the Korea Football Association. The release summarizes Mr. Bin Hammam's statements during a press conference at the conclusion of his visit to Korea.²¹²⁸ An accompanying photograph shows Mr. Chung sitting beside Mr. Bin Hammam during the conference.²¹²⁹ The release quotes Mr. Bin Hammam summarizing a meeting in which President Lee Myung-bak "explained in detail the efforts of Korea Republic to host the 2022 World Cup," and stating that "[f]or Dr. Chung and myself the first priority is to bring the World Cup to Asia."²¹³⁰ Those statements disprove Mr. Chung's assertion that "Mr. Bin Hammam's visit was never related to discussions of [] Korea's bid or the bidding process before December 2, 2010." Taken alone, Mr. Bin Hammam's visit to Korea in February 2010 for reasons related to discussions about the bidding process was not improper. But Mr. Chung's seemingly false statement concerning Mr. Bin Hammam's visit to Korea raises questions about his conduct in this process. That and the evidence that Mr. Chung may have made other false statements during this investigation²¹³¹ establish a prima facie case of FIFA Code of Ethics violations and merit the opening of proceedings against him.²¹³²

As to the allegation involving Messrs. Chung and Bin Hammam, however, the record does not establish that Mr. Bin Hammam supported Mr. Chung in the January 2011 election for reasons specifically related to the World Cup bidding process. Absent that evidentiary link, no further proceedings concerning that allegation are warranted.

2. Mr. Chung and Geoff Thompson

Geoff Thompson, who was both the Chairman of England's 2018 bid team as well as a FIFA Vice President who voted on December 2, 2010, was the only member of the FIFA Executive Committee who admitted reaching an agreement to trade votes. The CEO of England's bid team, Andy Anson, corroborated Thompson's account. According to their statements, shortly before the vote they attended a meeting at the Baur au Lac hotel in Zurich with England's Prince William, Prime Minister David Cameron, and FIFA Vice President Mong-Joon Chung of Korea, which was bidding to host the World Cup in 2022. The Prime Minister asked Mr.

²¹²⁷ FWC00172859.

²¹²⁸ FWC00186082-87.

²¹²⁹ FWC00186084.

²¹³⁰ FWC00186084-85.

²¹³¹ See Parts IX(A), XIII(C)(2).

²¹³² See Part XIV(A)(2)(b).

Chung to vote for England's bid, and Mr. Chung responded that he would if Mr. Thompson voted for Korea. Mr. Thompson, who said he had been thinking about voting for Korea even before the meeting with Mr. Chung, agreed.²¹³³ Neither Mr. Anson nor Mr. Thompson believed Mr. Chung followed through on his promise to vote for England,²¹³⁴ which was eliminated after receiving just two votes in the first round.

Mr. Chung denied the allegation. He acknowledged meeting Prime Minister Cameron in Korea at the G20 Seoul Summit in November 2010, but said he never discussed any voting agreement then or with anyone else at any point before the vote.²¹³⁵ When provided an opportunity to reveal how he voted, he not only declined, but stated that disclosing that information would be "inappropriate:"

In my view, the voting to select World Cup hosts was conducted by secret ballot for sound policy reasons to protect the confidentiality of Executive Committee members' votes for a certain bidder(s), and I believe for now it would be inappropriate for me to disclose how I voted.²¹³⁶

Mr. Thompson's admission against his own interests is far more credible than Mr. Chung's denial. Mr. Thompson had no conceivable reason to falsely implicate himself and England's bid team in a plan to trade votes. Nor did Mr. Anson, who corroborated Mr. Thompson's account.

Furthermore, other statements Mr. Chung made to the Investigatory Chamber undermined his credibility. To take but one example, Mr. Chung's response to a question about discussions he had with the Chairman of Australia's bid, Frank Lowy, was both implausible and contradicted by an authentic, reliable, contemporaneously created record. Evidence demonstrated that on November 25, 2010, Mr. Lowy emailed others working on Australia's bid an update on a meeting Mr. Lowy had just held in Kuala Lumpur. Mr. Lowy reported that in addition to discussing "Korea[']s 2nd vote" at a meeting with Manilal Fernando and others, "I had a very long and friendly discussion with MJ"—as Mr. Chung is often called, based on his initials—"and confirm that his 2nd is ok." The rest of Mr. Lowy's email speculated about other voting matters, including speculation about the potential spread of votes in different rounds.²¹³⁷ The quoted language, especially in the context of the entire message, makes clear that Messrs. Lowy and Chung discussed the prospect of Mr. Chung voting for Australia in a later round if Mr. Chung's first choice to host the World Cup in 2022—Korea, of course—was eliminated early.

²¹³³ FWC00184653-58; FWC00184703-706; FWC00184736.

²¹³⁴ FWC00184706, FWC00184736; FWC00184654-55.

²¹³⁵ FWC00172880.

²¹³⁶ FWC00172867.

²¹³⁷ FWC00119758.

There was nothing inappropriate *per se* about that discussion, especially given that there was no Australian on the Executive Committee who could offer a potential later-round vote to Korea in exchange for Mr. Chung's support. Mr. Chung nevertheless insisted that no such discussion occurred. He told the Investigatory Chamber in writing that he "happened to meet with Frank Lowy in Kuala Lumpur during the AFC Award Night" in late November 2010, "but we did not discuss the upcoming vote on December 2, 2010"²¹³⁸, an unlikely scenario given that Mr. Lowy was of course eager to promote Australia's bid in those final days before the vote. Mr. Chung also claimed he had "no reason" to discuss his intentions if Korea were eliminated early because "I firmly believed that Korea would not be eliminated from the early round of voting."²¹³⁹ Ultimately, Korea's bid was eliminated after the third of four rounds.

Mr. Thompson's statement that he had an agreement with Mr. Chung to vote for Korea in exchange for Mr. Chung's vote in support of England, and Mr. Anson's corroboration, establish a *prima facie* case that such an agreement existed in violation of the anti-collusion rules. However, Mr. Thompson's willingness to admit to such behavior substantially mitigates his misconduct. But for his forthrightness, the Investigatory Chamber almost certainly would not have known about this agreement. In contrast, Mr. Chung's statements lacked credibility. This issue will be incorporated into the proceedings being opened against Mr. Chung related to his various potential violations referenced in this report.²¹⁴⁰

D. Conclusion

The continued speculation around alleged vote-trading arrangements highlights a number of serious problems with the 2018/2022 World Cup bidding process.

First, the decision to bid two World Cup events simultaneously, aggravated by the later "informal" determination that Europe would host the 2018 tournament, created the risk of collusion. While bidding rules applicable to bidders and member associations sought to address that risk, attempts to enforce those rules were inadequate.²¹⁴¹ Moreover, the failure to direct anti-collusion rules toward the Executive Committee members directly reflected a troubling sentiment about where responsibility for safeguarding the integrity of the bidding process should reside.

Second, allowing Executive Committee members to vote even among candidates that included bidders from their home countries only heightened the risk

²¹³⁸ FWC00172860-61.

²¹³⁹ FWC00172859-61.

²¹⁴⁰ See Parts IX(A), XIII(C)(1), XIV(A)(2)(b).

²¹⁴¹ In fairness, those deficiencies were largely attributable to structural flaws in the Ethics Committee that FIFA addressed with widespread reforms in 2012.

of collusion. Once 2018 was designated for the European bidders, the representative Executive Committee members were equally split, leaving four members each from 2018 and 2022 bid nations, a circumstance that practically invited vote-trading partnerships.²¹⁴²

Third, the lack of transparency in the voting process enables speculation that vote-trading agreements were carried out as alleged. The unfortunate decision by the vast majority of the Executive Committee members to cling to the secrecy of their ballots only fuels those suspicions.

XIV. CONCLUSIONS

Based on the information described in previous sections of this Report, the Investigatory Chamber will open formal investigative proceedings against certain individuals. It bears emphasis that in opening a case, the Chair and Deputy Chair of the Investigatory Chamber have concluded only that the evidence in the record establishes a prima facie case of a possible FIFA Code of Ethics (“FCE”) violation, *see* FCE Art. 62, and have made no final determination about whether the violation occurred, *see* FCE Art. 68. Individual cases will go forward pursuant to the process detailed in the FCE. *See* FCE Arts. 64-68.

A. Executive Committee

Many of the flaws in the bidding process this Report identified were traceable to an Executive Committee culture of expectation and entitlement. When traveling with first-class accommodations and VVIP treatment whether on FIFA business or not, when requesting or being offered personal favors or benefits such as “football development” funds, or when asked to fulfill ethical obligations to contribute to the Investigatory Chamber’s efforts to establish the facts of the case, a number of Executive Committee members displayed a disregard for ethical guidelines and an attitude that the rules do not apply to them.

1. *Current Executive Committee Members*

The record establishes a prima facie case of possible FCE violations against three current members of the Executive Committee.

a. *Ángel María Villar Llona*

Mr. Villar Llona has been on the Executive Committee for 16 years. His conduct during his March 2014 meeting with the Investigatory Chamber was disturbing in many respects. Mr. Villar Llona behaved in a manner that could be interpreted as an attempt to intimidate Ethics Committee officials and interfere with the investigation by threatening to “recuse” the Chair of the Investigatory

²¹⁴² *See* Part XVI(C).

Chamber. His repeated attempts to ascertain “who” initiated the inquiry into the bidding process could similarly be seen as evincing an intent to take action inconsistent with the fact-finding process. As the audio recording of the interview makes clear, Mr. Villar Llona’s behavior seemed erratic and hostile. He made certain remarks, such as “you really have balls,” unfit for an official representing FIFA as a Vice President and Chair of the Legal Committee. While Mr. Villar Llona’s subsequent answers to written questions may be considered in some way mitigating, those written responses cannot erase Mr. Villar Llona’s earlier conduct. The record establishes a prima facie case that Mr. Villar Llona violated FCE Article 13 (General rules of conduct), Article 18 (Duty of disclosure, cooperation and reporting), and Article 42 (General obligation to cooperate). Accordingly, investigation proceedings will be opened against Mr. Villar Llona. *See* FCE Art. 63.

b. Michel D’Hooghe

Dr. D’Hooghe has been on the Executive Committee for 26 years. His conduct during the bidding process, when viewed as a whole, evinced an apparent lack of judgment and served to cast doubt on the integrity of that process. His receipt of a painting given by his friend—in the company of the CEO of the Russian bid team—was not reported at the time. Dr. D’Hooghe’s belated explanation to FIFA, offered only after a media outlet made known it had the story, failed to mention he accepted the gift in the presence of the bid team’s CEO, instead describing that person as an unnamed “interpreter.” There is evidence that Dr. D’Hooghe knew his close friend’s son was using Dr. D’Hooghe’s connection to the bidding process to obtain a coveted business meeting arranged by the Qatar bid team. The record indicates that meeting took place one day before the December 2, 2010 vote. Dr. D’Hooghe’s response to questions about this issue was in conflict with the record. His responsibilities as Chair of the FIFA Medical Committee and his subsequent statements about the health issues surrounding the summer heat in Qatar raise further questions. Dr. D’Hooghe did not disclose his vote for the 2022 host. The record establishes a prima facie case that Dr. D’Hooghe violated FCE Article 13 (General rules of conduct), Article 19 (Conflicts of interest), Article 20 (Offering and accepting gifts and other benefits), and analogous provisions of the 2009 FCE, *see* FCE Art. 3 (Applicability in time); and that Dr. D’Hooghe violated FCE Article 18 (Duty of disclosure, cooperation and reporting) and Article 42 (General obligation to cooperate). Accordingly, investigation proceedings will be opened against Dr. D’Hooghe. *See* FCE Art. 63.

c. Worawi Makudi

Mr. Makudi has been on the FIFA Executive Committee for 17 years. His actions with respect to his friend and advisor Joe Sim and the latter’s negotiation of an LNG contract with Qatari officials during the bidding process create the appearance of a conflict of interest. The timing of the LNG discussions and the conflicting and in some cases confused statements of Messrs. Makudi and Sim to the

Investigatory Chamber create concern that the negotiations may have affected the integrity of the bidding process. Mr. Makudi also discussed a potential friendly match agreement with England's FA under circumstances that suggest a link to the World Cup vote. The record establishes a prima facie case that Mr. Makudi violated FCE Article 13 (General rules of conduct), Article 19 (Conflicts of interest), Article 20 (Offering and accepting gifts and other benefits), and analogous provisions of the 2009 FCE. *See* FCE Art. 3 (Applicability in time). Accordingly, investigation proceedings will be opened against Mr. Makudi. *See* FCE Art. 63.

2. Former Executive Committee Members Who Remain Football Officials

While a number of the FIFA Executive Committee members who voted on December 2, 2010 no longer serve in that role, some who left remain in positions that qualify them as "football officials." *See* FCE Art. 2.

a. Franz Beckenbauer

Mr. Beckenbauer served on the Executive Committee for four years. As a Special Advisor to the FIFA Football Committee, he is a football official. *See* FCE Art. 2. Mr. Beckenbauer's actions in response to the Investigatory Chamber's efforts to seek his assistance are already the subject of formal investigative proceedings. The conduct of Fedor Radmann and Peter Hargitay, and the relationship Mr. Beckenbauer had with each, raise further concerns. As discussed in the Report, the secrecy surrounding Mr. Radmann's contractual relationship with the Australian bid team and the appearance that Messrs. Radmann and Beckenbauer coordinated activity during the time Mr. Radmann worked for the bid team serve to cast doubt on the integrity of the bidding process. Moreover, statements Mr. Hargitay made to the Investigatory Chamber about this issue appear to contradict the record in a number of material respects. The record establishes a prima facie case that Mr. Beckenbauer violated FCE Article 15 (Loyalty), Article 19 (Conflict of interest), and analogous provisions of the 2009 FCE. *See* FCE Art. 3 (Applicability in time). Accordingly, investigation proceedings will be opened against Mr. Beckenbauer and combined with the proceedings previously initiated. *See* FCE Art. 63.

b. Chung Mong-Joon

Mr. Chung served on the Executive Committee for 17 years. As an honorary Vice President of FIFA, he is a football official subject to the Code of Ethics. *See* FCE Art. 2. Mr. Chung's letters concerning the "Global Football Fund" to fellow Executive Committee members indicate improper offers or promises of benefits in order to influence the World Cup vote. Furthermore, Mr. Chung made statements to the Investigatory Chamber about this and other topics, including alleged vote-trading, that were inconsistent with the record. The record establishes a prima

facie case that Mr. Chung violated FCE Article 13 (General rules of conduct), Article 20 (Offering and accepting gifts and other benefits), and analogous provisions of the 2009 FCE, *see* FCE Art. 3 (Applicability in time); and that Mr. Chung violated FCE Article 18 (Duty of disclosure, cooperation and reporting) and Article 42 (General obligation to cooperate). Accordingly, investigation proceedings will be opened against Mr. Chung. *See* FCE Art. 63.

3. Cases Against Former Executive Committee Members

While no longer in football, the following Executive Committee members were officials at the time of the relevant conduct. Given the relationship of that conduct to matters central to this inquiry, the Investigatory Chamber will open formal proceedings as detailed below.

a. Amos Adamu

Mr. Adamu served on the Executive Committee for four years. There is evidence that Mr. Adamu presented his son's proposal to host a "Legend's Dinner" to the CAF Executive Committee knowing that Qatar 2022 was the intended sponsor of the event and that his son would personally benefit from that sponsorship. The information provided by Mr. Adamu during his interview with the Investigatory Chamber with respect to his knowledge of the Qatar 2022 sponsorship conflicts with reliable evidence in the record. Mr. Adamu was a football official at the the time of the conduct described above, and while he does not appear to be a football official at the present time, his ban from football has ended and he is free to return. The record establishes a prima facie case that Mr. Adamu violated FCE Article 13 (General rules of conduct), Article 15 (Loyalty), Article 19 (Conflicts of interest), Article 20 (Offering and accepting gifts and other benefits), and analogous provisions of the 2009 FCE. *See* FCE Art. 3 (Applicability in time). Accordingly, investigation proceedings will be opened against Mr. Adamu. *See* FCE Art. 63. Those proceedings will not revisit any of the issues previously considered by the FIFA Ethics Committee in imposing a three-year ban on Mr. Adamu in 2010.

b. Reynald Temarii

Mr. Temarii served on the Executive Committee for three years. Mr. Temarii received more than €300,000 from Mr. Bin Hammam for "legal fees" shortly after announcing he would pursue his appeal of the FIFA Ethics Committee decision to ban him from football. The effect of Mr. Temarii's decision to appeal was to deny Australia and England the votes that had been pledged by the Oceania Football Confederation. The record establishes a prima facie case that Mr. Temarii violated FCE Article 13 (General rules of conduct), Article 15 (Loyalty), Article 19 (Conflicts of interest), Article 20 (Offering and accepting gifts and other benefits), and analogous provisions of the 2009 FCE. *See* FCE Art. 3 (Applicability in time). Accordingly, investigation proceedings will be opened against Mr. Temarii. *See*

FCE Art. 63. Those proceedings will not revisit any of the issues previously considered by the FIFA Ethics Committee in imposing a one-year ban on Mr. Temarii in 2010.

c. Jack Warner

Mr. Warner served on the Executive Committee for nearly 30 years. He resigned amid bribery allegations that surfaced after a 2011 Caribbean Football Union conference. As discussed in the Report, there is evidence that prior to his resignation, he or related parties discussed substantial payments from Mr. Bin Hammam that were subsequently made. Mr. Warner's conduct with respect to his requests for benefits from the Australian and English bid teams is discussed in the Report at length. There are also concerns that he misappropriated funds provided by the Australian bid team and meant for the CONCACAF Center for Excellence. Although Mr. Warner is no longer in football, he is still subject to the FIFA Ethics Committee's jurisdiction. *See* FCE Arts. 2 & 3. The record establishes a prima facie case that Mr. Warner violated FCE Article 13 (General rules of conduct), Article 19 (Conflicts of interest), Article 20 (Offering and accepting gifts and other benefits), Article 21 (Bribery and corruption), and analogous provisions of the 2009 FCE. *See* FCE Art. 3 (Applicability in time). Accordingly, investigation proceedings will be opened against Mr. Warner. *See* FCE Art. 63.

d. Ricardo Texeira

Mr. Teixeira served on the Executive Committee for 18 years. He resigned from all positions in football in 2012. While Mr. Teixeira's conduct in accepting the lavish accommodations and other benefits provided to him in Doha for a friendly match between Brazil and Argentina might rise to the level of a prima facie case, it is the facts and circumstances surrounding the contracts for the Brazilian federation's commercial rights that are far more serious. Although Texeira is no longer in football, he is still subject to the FIFA Ethics Committee's jurisdiction. *See* FCE Arts. 2 & 3. The record establishes a prima facie case that Mr. Teixeira violate FCE Article 13 (General rules of conduct), Article 15 (Loyalty), Article 19 (Conflicts of interest), Article 20 (Offering and accepting gifts and other benefits), Article 21 (Bribery and corruption), Article 22 (Commission), and analogous provisions of the 2009 FCE. *See* FCE Art. 3 (Applicability in time). Accordingly, investigation proceedings will be opened against Mr. Teixeira. *See* FCE Art. 63.

e. Mohamed Bin Hammam

Mr. Bin Hammam served on the Executive Committee for 15 years. He paid Mr. Temarii more than €300,000 immediately after the latter's decision to appeal a ban imposed by the Ethics Committee. As detailed in the Report, Mr. Bin Hammam also made cash payments to CAF officials and, in or around July 2011, to Mr. Warner. The December 2012 Final Report the Investigatory Chamber filed

with the Adjudicatory Chamber examined that and other conduct by Mr. Bin Hammam in depth. As a result of the information presented in that Final Report, Mr. Bin Hammam was banned from football-related activity for life.

f. Nicolás Leoz

Mr. Leoz served on the Executive Committee for 15 years. He resigned in 2013, making further investigative proceedings with respect to the ISL matter unnecessary at that time. There is evidence in this record that he requested a substantial personal benefit—namely, a knighthood—from England’s bid team. While this benefit was not conferred, there is a prima facie case that Mr. Leoz violated relevant ethics rules related to conduct and gifts. Given Mr. Leoz’s resignation from all his positions in football, and the fact that this was the single example of such evidence found in the course of the inquiry, no further action is contemplated at this time.

g. Julio Grondona

Mr. Grondona served on the Executive Committee for 26 years. Relevant sections of this Report address Mr. Grondona’s involvement with issues surrounding AFA’s contractual rights and his conduct during this inquiry. Concerns regarding AFA rights are also discussed in the section concerning Guillermo Tofoni below. As previously noted, Mr. Grondona died prior to the release of this Report. Accordingly, no further analysis of his conduct is necessary.

B. President Blatter

The FIFA President, the chief executive of FIFA, has broad powers. *See* FIFA Statutes Art. 32; FIFA Organisation Regulations (“FOR”) Art. 5. He presides at meetings of the Executive Committee but has one ordinary vote (except in limited cases involving tie votes). *See* FIFA Statutes Art. 32(4). He has no formal role in selecting its members; for the most part, neither does the FIFA Congress.

President Blatter’s responsibility for the myriad issues that developed over the course of the bidding process or were uncovered by this inquiry merits consideration. As a preliminary matter, it must be made clear that evidence in the record does not establish a prima facie case that President Blatter violated the FCE. The one concrete allegation against the President, concerning an account purportedly held in his name at a U.S. bank, was demonstrably false. As head of FIFA, however, President Blatter bears some responsibility for a flawed process that engendered deep public skepticism, and for presiding over an Executive Committee whose culture of entitlement contributed to many of the issues this Report identifies.

On one hand, Mr. Blatter has implemented a number of critical reforms, including those that made this inquiry possible. The Report notes a number of

instances where allegations of misconduct during the bidding process do not appear to have been appropriately vetted for consideration by the FIFA Ethics Committee. The rules with respect to jurisdiction of the Ethics Committee were changed and absent those 2012 reforms, the present inquiry could not have been initiated by the Chair. As head of the organization, he also deserves credit for the cooperation FIFA demonstrated throughout this investigation. On paper, the bidding process established by FIFA was for the most part fair and thorough, although the Executive Committee's obligations in that process—including its members' obligations to abide the same reporting requirements placed on the bid teams—should have been made more explicit.

In his remarks to the Executive Committee on November 19, 2010, President Blatter delivered the right message concerning the members' responsibilities to cast their votes with the best interests of FIFA in mind.

Applying the same approach, President Blatter must also take responsibility for the failures that occurred on his watch. He made himself accessible on a selective basis, giving the impression that individuals such as Peter Hargitay were "insiders" afforded preferential treatment, including freedom to speak to high-ranking FIFA officials about inappropriate topics, such as quality of competing bids, in a manner that was not tolerated of others. The decision to bid two venues simultaneously was by all accounts a significant contributing factor to efforts by Executive Committee members to trade votes and thus potentially cast ballots based on considerations other than merit. There was little transparency into the decision, made well after the bidding process began, to reserve the 2018 World Cup for bidders from Europe. The lack of any record of formal debate by the Executive Committee concerning the merits—or shortcomings—of the various bids must be put at least in part to his account. So, too, must FIFA's opaque approach, following the vote, to deciding the timing of the 2022 World Cup.

Leadership is tested in times of crisis. By far the most severe crisis FIFA face during the bidding period arose when two Executive Committee members were suspended for comments made during an undercover sting conducted by a media outlet. On October 20, 2010, after FIFA imposed provisional bans against those officials President Blatter delivered the following message to the public:

It is a sad day for football. . . . Our society is full of devils, and these devils, you find them in football. We have to fight for fair play, we have to fight for respect, and especially we have to fight that the people in charge of FIFA behave as they should do—and if this is not the case, then we have to intervene. As the President of FIFA I appeal to and I expect all members not only of the FIFA Executive Committee but all members of the FIFA family to behave in an honest, sincere, and respectful manner.

That was a strong message against corruption. The message Mr. Blatter sent the following month during a meeting of the FIFA Finance Committee—a meeting held in private—was quite the opposite. Mr. Grondona was then the Chair of the Finance Committee, and the meeting minutes note that President Blatter was present “part of the time.” The minutes further state the following:

As he had mentioned in his welcome address, the President proposed giving each member of the Executive Committee a bonus of USD 200,000. Mohamed bin Hammam expressed his thanks for this generous gesture, and also proposed that the two suspended members, Amos Adamu and Reynald Temarii, also be given this bonus. The Finance Committee approved the bonus payment of USD 200,000 as well as Mohamed bin Hammam’s proposal.

There is no record of any dissent. Nor does the record suggest that the payment to the two banned Executive Committee members was contingent on the outcome of their respective appeals.

That meeting of the FIFA Finance Committee took place on November 30, 2010, a time when Messrs. Adamu and Temarii had been banned from football by the FIFA Ethics Committee. Besides listing the members “present,” the minutes for the Executive Committee meeting held December 1, 2010, the day before the World Cup vote, listed the members “banned,” namely, namely, Messrs. Adamu and Temarii. During roll call, “[t]he President noted that only 22 members were present at the meeting and eligible to vote on the hosting of the 2018 and 2022 World Cups, as Reynald Temarii and Dr. Amos Adamu had been banned from all football-related activity by the FIFA Ethics Committee.”

Messrs. Adamu and Temarii were prohibited from voting because they were found, pursuant to FIFA’s own internal governance procedures, to have committed misconduct related to the bidding process. Publicity surrounding their conduct reinforced a perception that the bidding process itself was corrupt. At the time the \$200,000 bonuses were awarded, it was impossible to know whether their bans would influence the outcome of a process that had cost the bid teams tens of millions of dollars and countless hours of effort. President Blatter himself had characterized Messrs. Adamu and Temarii as “devils” of the sport. Yet they were rewarded financially without any recorded dissent. That message, which was noticed at a minimum by the Finance Committee, undermined the positive words the President had delivered about the need to elevate loyalty to FIFA and its mission as an organization above personal interests.

As the leader of FIFA, responsibility for these failings and for positive steps taken to reform the organization resides with President Blatter.

C. Bid Teams

There is evidence that individual members of various bid teams violated the FCE or specific rules governing the bidding process. The issue whether to open formal investigative proceedings against those individuals at this time must be considered.

As noted above, the Investigatory Chamber has broad authority to open cases and to conduct investigations. Football officials are required to cooperate—to answer questions fully and truthfully, and to produce requested material. *See* FCE Arts. 18, 42, and 66. Non-compliance has serious consequences. Quality of compliance, however, is harder to assess. Bid teams were responsible for searching their own records and producing material responsive to our requests.

In nearly every case, the bid teams responded by providing voluminous material documenting key facts relevant to the issues. Some documents reflected poorly on the actions of bid team members, as described in various sections of this Report. That the bid teams nevertheless produced such material is commendable. Without that cooperation, much of the conduct described in this Report may never have come to light.

In Australia, evidence was produced concerning possible misconduct by the consultants Peter Hargitay and Fedor Radmann, as well as by Executive Committee members Jack Warner and Franz Beckenbauer. From Qatar came evidence of inappropriate requests by Mr. Mayne-Nicholls at a time when his report evaluating the merits of the Qatar bid was pending, and of Dr. D’Hooghe’s friend’s son’s request for a business opportunity that was granted days before the December 2, 2010 vote. England produced myriad communications documenting Mr. Warner’s pursuit of personal favors—some of which were provided to Mr. Warner at the direction of bid team members. Japan handed over a report that appeared to reflect collusion efforts, as well as a list showing excessive gifts Japan’s bid team gave Executive Committee members and their spouses. Analysis of this material enabled the Investigatory Chamber to uncover key facts, address issues, and make informed recommendations.

In addition, bid teams operated in an environment where a number of Executive Committee members did not hesitate to exploit a system that in certain respects did not bind them to the same rules applicable to bid teams. A number of Executive Committee members sought to obtain personal favors or benefits that would enhance their stature within their home countries or confederations.

The flaws in the bidding process and the bid teams’ subsequent efforts to assist this investigation do not combine to excuse past misconduct. However, those who cooperate in establishing the facts no matter where those facts may lead deserve to have that assistance weighed heavily in their favor. Accordingly, at this time, given the significant cooperation of the bid teams in this inquiry, their support of the efforts to establish the truth and improve the process, and the need to

encourage such openness in the future, the Investigatory Chamber does not intend to pursue formal investigatory proceedings against any individual bid team member. The Investigatory Chamber refers to and acknowledges the authority of the Adjudicatory Chamber to “return the final report to the investigatory chamber for amendment or completion” or to “undertake further investigations” itself should the Chair of the Adjudicatory deem such action appropriate. FCE Art. 69(3).

The one exception to the “openness” described above was the response of the RFEF to the Investigatory Chamber’s requests. Investigation proceedings will be opened against RFEF Secretary General Jorge Perez Arias and RFEF Legal Director Kepa Larumbe based upon a prima facie case that those officials did not meet their obligations, pursuant to the FCE and bidding rules, to cooperate in establishing the facts of this case. *See, e.g.*, FCE Arts. 13, 18, and 42. Given Mr. Villar Llona’s role as Chairman of that bid and the potential overlap in the issues under consideration, that investigation may be combined with the inquiry into Mr. Villar Llona’s conduct detailed above. As noted in the Recommendations, RFEF’s conduct suggests need for a rule governing retention of records related to future bidding processes.

D. Consultants

Consultants were bound by the same substantive rules and pledge to cooperate as bid team employees. It is somewhat surprising that those who earn substantial compensation from their association with football—in this specific case by working to assist bid teams obtain the hosting rights to the premier tournament in the sport—would in some cases assert that they are not bound by the organization’s code of ethics or have no obligation to assist this inquiry.

1. Andreas Abold

Mr. Abold had a key role in the Australian bid effort and his contract provided the vehicle for the surreptitious hiring of Fedor Radmann. Information in his possession appeared likely to assist the Investigatory Chamber. Mr. Abold did not respond to communications seeking his cooperation in this case. Mr. Abold is not a football official and so not bound by the FCE. However, he was obligated by his role on the Australian bid team to assist this inquiry. Accordingly, should Mr. Abold or any company affiliated with him wish to be employed by any bid team in the future, the Investigatory Chamber recommends, in addition to the formal agreement for consultants recommended below, that he be asked to cooperate with the Investigatory Chamber in establishing the facts related to this inquiry prior to any approval by FIFA of his consulting arrangement.

2. Fedor Radmann

Mr. Radmann’s conduct during the bidding process was central to a number of issues in this inquiry. His communications with the Australian bid team raise

issues that need to be further explored. Unlike Mr. Abold who never responded at all to the Investigatory Chamber, Mr. Radmann called the Secretariat on behalf of Mr. Beckenbauer and offered to answer questions jointly with him. That “offer” was not consistent with the goal of establishing the facts of the case through the independent recollection of each witness or with Mr. Radmann’s obligation to assist the Ethics Committee in doing so. There was no further communication with Mr. Radmann after his offer was rejected. As with Mr. Abold, any involvement by Mr. Radmann or any entity affiliated with him in a future bid should be conditioned on his cooperation with the Investigatory Chamber on issues related to this inquiry.

3. Peter Hargitay

Mr. Hargitay responded in a timely way to written questions posed by the Investigatory Chamber. Unfortunately, those answers in many cases appeared to be contradicted by other material in the record, including Mr. Hargitay’s contemporaneous email communications. It also appears there is a prima facie case that Mr. Hargitay violated the FCE and bid rules with respect to his role in the payment of AU \$500,000 to Jack Warner’s Center of Excellence and in his emails concerning reimbursement by Australian the bid team for costs incurred by the Trinidad and Tobago U-20 team. Any involvement by Mr. Hargitay or any entity affiliated with him in a future bid should be carefully reviewed by FIFA prior to approval.

4. Sandro Rosell

Mr. Rosell was a central figure in the transactions concerning the commercial rights to the Brazilian national team. Agreements governing those rights and the manner in which payments were structured creates an appearance that Mr. Rosell was engaged in self-dealing at considerable expense of the Brazilian federation. The record establishes a prima facie case that Mr. Rosell violated FCE Article 13 (General rules of conduct) and analogous provisions of the 2009 FCE. *See* FCE Art. 3 (Applicability in time). Accordingly, investigation proceedings will be opened against Mr. Rosell. *See* FCE Art. 63.

5. Amadou Diallo

Mr. Diallo’s official status with bid teams and within football generally is unclear. Mr. Diallo’s communications with Qatar 2022 CEO Hassan Al-Thawadi are troubling and warrant follow-up. Further inquiry into Mr. Diallo’s status will be undertaken.

E. Other Football Officials

1. Harold Mayne-Nicholls

Mr. Mayne-Nicholls was a football official during the bidding process, both as Chair of the FIFA Evaluation Group and as President of the Chilean Football Association. He had final word on the content of the evaluation reports produced for each bid team. FIFA expended considerable effort and expense in designing the evaluation process, sending the evaluation team to every bid nation and producing a detailed final product. Each potential host spent significant time and resources preparing for the Evaluation Group's visits. It was one aspect of the bidding process that bid teams generally applauded. Mr. Mayne-Nicholls requests for personal favors from an individual associated with Qatar 2022 provided cause to doubt the integrity of the inspection process and his evaluations. Mr. Mayne-Nicholls's responses to follow-up questions by the Investigatory Chamber appear less than candid when compared with his email communications with Qatar 2022 discussing his requests. The record establishes a prima facie case that Mr. Mayne-Nicholls violated FCE Article 13 (General rules of conduct), Article 15 (Loyalty), Article 19 (Conflicts of interest), Article 20 (Offering and accepting gifts and other benefits), and analogous provisions of the 2009 FCE, *see* FCE Art. 3 (Applicability in time); and that Mr. Mayne-Nicholls violate FCE Article 18 (Duty of disclosure, cooperation and reporting) and Article 42 (General obligation to cooperate). Accordingly, investigation proceedings will be opened against Mr. Mayne-Nicholls. *See* FCE Art. 63.

2. Joe Sim

Mr. Sim is the Chief Advisor to the Thai FA. His communications with Qatari officials concerning an LNG transaction appeared to link those negotiations with football matters. Mr. Sim's statements to the Investigatory Chamber left key issues unexplained. The record establishes a prima facie case that Mr. Sim violated FCE Article 13 (General rules of conduct), Article 19 (Conflicts of interest), and analogous provisions of the 2009 FCE. *See* FCE Art. 3 (Applicability in time). Accordingly, investigation proceedings will be opened against Mr. Sim. *See* FCE Art. 63.

3. Guillermo Tofoni

As a match agent, Mr. Tofoni is subject to the FCE. *See* FCE Art. 2. Mr. Tofoni was involved in the negotiations concerning commercial fees and the Argentine Football Association. Mr. Tofoni's statements about those arrangements were inconsistent other evidence. The record establishes a prima facie case that Mr. Tofoni violated FCE Article 13 (General rules of conduct), Article 15 (Loyalty), Article 19 (Conflicts of interest), and analogous provisions of the 2009 FCE, *see* FCE Art. 3 (Applicability in time); and that Mr. Tofoni violated FCE Article 18 (Duty of disclosure, cooperation and reporting) and Article 42 (General obligation to cooperate). Accordingly, investigation proceedings will be opened against Mr. Tofoni. *See* FCE Art. 63.

XV. REFERRALS TO OTHER FIFA COMMITTEES

In this course of this inquiry, the Investigatory Chamber encountered issues more properly considered by others at FIFA.

A. Referral to the Independent Chair of the Audit and Compliance Committee

As discussed in the Report, the process for evaluating issues related to the climate in Qatar and the potential timing of the 2022 World Cup appears to have been lacking or flawed. While some Executive Committee officials—including at least one, Michel Platini, who voted for Qatar’s bid—have argued forcefully in recent years that the event must be rescheduled, there is no evidence that these or other officials brought the issue to the Executive Committee for debate or discussion before the December 2, 2010 vote. Moreover, two figures who played or should have played a central role with regard to this topic, Harold Mayne-Nicholls and Michel D’Hooghe, appear to have engaged in conduct with respect to Qatar that calls their judgment and actions into question. It is therefore all the more important for FIFA to be transparent about its reasons for and the consequences of whatever determination it reaches concerning the timing of the World Cup in 2022. There is evidence that altering the event’s traditional June/July schedule may cause financial losses. The Investigatory Chamber refers the issue to Domenico Scala, Independent Chair of the FIFA Audit and Compliance Committee, for whatever further steps, if any, he deems appropriate. Mr. Scala’s review may provide transparency by quantifying the financial implications of a contemplated scheduling change, so that the Executive Committee may then expressly approve necessary expenditures or accept financial losses—or seek indemnification for such losses from Qatar 2022—before authorizing any scheduling change. Given the concerns this Report identifies with respect to Dr. D’Hooghe and Mr. Mayne-Nicholls, FIFA may also wish to commission an independent medical assessment of the scheduling options and/or an independent technical assessment of the feasibility and reliability of the proposed use of cooling technologies.

B. Referral to the Chair of the Disciplinary Committee

The Investigatory Chamber reviewed certain information related to Aspire Academy that, though seemingly unrelated to the World Cup bidding process or to other issues properly addressed by the Investigatory Chamber and thus not discussed in the Report, may be of interest to the Disciplinary Committee. The Investigatory Chamber refers this information to Claudio Sulser, Chair of the Disciplinary Committee, for whatever further steps, if any, he deems appropriate.

XVI. RECOMMENDATIONS

FIFA enacted several reform measures in response to criticism of the 2018/2022 World Cup venue-selection process. Most significantly, the FIFA

Statutes were amended to give the Congress, rather than the Executive Committee, sole authority to decide the venue for the FIFA World Cup. *See* FIFA Statutes Art. 80(1). FIFA also implemented certain procedural guidelines:

- The FIFA general secretariat will establish a “fair and transparent bidding procedure” “[b]ased on specific regulations” issued by the Executive Committee.
- The FIFA general secretariat will “submit to the Executive Committee a public report evaluating the compliance of all bids with the bidding procedure and requirements for hosting the event, taking into consideration the defined criteria for selecting the host.”
- After reviewing the report, the Executive Committee will “designate, based on its best judgment and in an open ballot, up to three bids to be submitted to the Congress for a final decision.”
- The Congress will “select the host venue from the bids designated by the Executive Committee.”

FIFA Statutes Art. 80(2). Further rules prohibit the awarding of hosting rights to more than one World Cup at the same meeting, *see* Art. 80(3), and provide that one confederation’s members may not host consecutive editions of the tournament, *see* Art. 80(4).

Those rules address some of the issues highlighted in this Report—for example, issues associated with selecting two venues simultaneously. However, regulations and specific procedures have yet to be promulgated and the role of the Executive Committee in the process remains unclear. Accordingly, the Investigatory Chamber offers the following recommendations based upon the facts and circumstances this inquiry into the bidding process uncovered.

A. Term Limits

The Investigatory Chamber noted unfortunate patterns in the history of the 24-member 2010 FIFA Executive Committee. Messrs. Adamu and Temarii were banned for ethics violations during the bidding process. Both also face further proceedings as a result of conduct uncovered in this inquiry. Messrs. Warner, Teixeira, and Leoz resigned amid ethical issues. (So did FIFA’s Honorary President as of 2010, Joao Havenlance.) Moreover, as discussed above, conduct by some of those officials during the bidding process may have been improper, and formal investigation proceedings will be opened against Messrs. Warner, and Teixeira. Mr. Bin Hammam was banned for life by the FIFA Ethics Committee based upon a December 2012 Final Report that described allegations related to a number of issues discussed in this Report. Chuck Blazer was suspended for his remaining term in 2013 based upon findings by the CONCACAF Integrity Committee.

In addition to the seven members of the 2010 Executive Committee identified above, five others—Messrs. Villar Llona, Chung, Beckenbauer, Makudi, and D’Hooghe—will have investigation proceedings opened against them based on this Report.²¹⁴³ The average term of service for those 12 Executive Committee members is 15 years.

The Report describes specific examples of two of those veteran Executive Committee members resisting efforts to hold them to the same rules as bid teams. In response to a Bid Circular requiring reporting to FIFA of contact between bid teams and Executive Committee members, Mr. Blazer wrote in a July 2010 email to Secretary General Valcke, “I personally believe [the new rule] is not in good taste nor in respect of the members of the Executive Committee.” The rule in question required *only* the bid teams—not members of the Executive Committee—to report such contacts.

Separately, in response to queries by Secretary General Valcke regarding his letters to Executive Committee members touting the “Global Football Fund,” Mr. Chung expressed displeasure at being asked questions at all: “To be honest, I am not very happy with your request to divulge my private correspondence to my FIFA colleagues on a perfectly legitimate subject. If you still insist, however, and with a view to avoiding any misunderstanding, I am enclosing herein a copy of the letter sent to Mr. Jack Warner for your reference.” Pursuant to then-applicable FCE procedures, Secretary General Valcke was acting to determine whether complaints merited action by the FIFA Ethics Committee. *See* 2009 FCE Art. 14. After receiving Mr. Chung’s “response,” Secretary General did not forward the matter to the Ethics Committee for further review. As noted above, investigation proceedings against Mr. Chung related to the Global Football Fund will now go forward. Similarly, this Report describes how two of the Executive Committee’s most senior members of the Executive Committee challenged the Ethics Committee’s independence and authority, as set forth in unambiguous FCE provisions, to conduct this inquiry. Of those two officials, Mr. Villar Llona, is Chair of the FIFA Legal Committee, which is charged with, among other things, opining on proposed amendments to the FCE.

Other international organizations have adopted term limits for their executive board members. Following investigations into issues surrounding the selection of Salt Lake City as a host city, the IOC enacted a number of internal structural and substantive reforms, including term limits for IOC members and the

²¹⁴³ As noted above, whether findings would have merited the initiation of formal investigation proceedings against Senior Vice President Julio Grondona, who died in July 2014, will not be considered.

IOC President.²¹⁴⁴ Olympic Charter (2013) Rule 16(1.7). *See also* INTERPOL Constitution, Article 17.

The Investigatory Chamber recommends a maximum of two four-year terms for all officials on the FIFA Executive Committee—without exception or possibility of renewal. *See also* Final Report by the Independent Governance Committee to the FIFA Executive Committee, dated April 22, 2014, at pp. 12-13 (discussing “most important outstanding recommendations,” including term limits).

B. Recusal of Executive Committee Members

Australia 2022’s lack of an “insider” on the Executive Committee placed that bid team at a disadvantage.

The Investigatory Chamber recommends the adoption of a regulation requiring members of the Executive Committee to recuse themselves from participating in venue-selection votes where they share a nationality with a bidding nation. Similar regulations have been adopted by other sports organizations. Indeed, pursuant to the Bid Regulations for the UEFA European Football Championship for 2014-16, neither the President of UEFA nor any member of UEFA’s Executive Committee may “take part in any part of the deliberations or the voting procedure if he is associated with one of the member associations that is a Bidder (or is part of a Bidder).” UEFA European Football Championship 2014-16 Bid Regulations, Appx. B.4. Likewise, the Olympic Charter compels IOC members to recuse themselves from an Olympic Games host-city election “in which a city in the country of which he is a national is a candidate.” Olympic Charter, Bye-law to Rule 18, 5.1.

The same principle seems appropriate for World Cup bidding procedures at FIFA. Football officials could then actively take part in bid-team efforts while eliminating a potential conflict related to their duties as Executive Committee members.

C. Rotation System

While new rules preclude member countries of the same confederation from being awarded hosting rights to consecutive World Cup tournaments, no other formal provisions govern the rotation of the hosting right among the confederations. The lack of transparency surrounding the decision to award the 2018 World Cup to a European bidder created an appearance of impropriety and enhanced the opportunities for collusion. FIFA should adopt an open and transparent rotation system for hosting the World Cup or abandon any attempts to “signal” informally which confederation is in line to host the event.

²¹⁴⁴ FWC00172418.

D. Evaluation Criteria and Rankings

A number of bid team representatives expressed skepticism that Executive Committee members reviewed the bid books or the evaluation reports. Evidence in the record supports their lack of confidence. A number of those interviewed had ideas about the proper weighing of the various criteria. Danny Jordaan, who among other roles was a member of the FIFA Bid Inspection Group and CEO of the 2010 FIFA World Cup South Africa, offered particularly insightful proposals for a potential methodology. FIFA Statutes now appear to contemplate such an approach, *see* FIFA Statutes Art. 80(2)(a), but there is no indication that the new procedures will use any independent outside consultants. The IOC evaluation process has undergone similar reforms with respect to the appointment of an “Evaluation Commission” to study candidate cities and inspect the sites. *See* Olympic Charter, Bye-law to Rule 33(2.2)-(2.3). Ultimately, the IOC Executive Board draws up a final list of candidate cities to be voted on by the IOC Session after the IOC has considered the Evaluation Commission’s report. *See* Olympic Charter, Bye-law to Rule 33(3.1)-(3.2). FIFA should explore options for incorporating independent experts and objective criteria into the process of evaluating and selecting venues.

E. Travel to Bidding Nations

The Investigatory Chamber recommends strict limits on Executive Committee members’ travel to bidding nations. The practice of permitting Executive Committee members to visit World Cup bidding nations during the bidding practice is vulnerable to abuse, as facts regarding Dr. D’Hooghe’s accommodations in the United States and Mr. Teixeira’s accommodations in Qatar have shown. Given that the Executive Committee will continue to have a role in the World Cup venue-selection process, it is recommended that FIFA adopt a policy—at least for Executive Committee members—similar to the one enacted by IOC following the Salt Lake City Olympic scandal, which now prohibits its members from visiting bid cities and further prohibits bid teams from visiting IOC members. *See* IOC Code of Ethics, Rules of Conduct Applicable to All Cities Wishing to Organise the Olympic Games, Art. 12.

F. Enhanced Reporting Requirements

1. Gifts

The FCE forbids football officials from offering or accepting gifts except under limited circumstances, and further provides that “[i]f in doubt, gifts shall not be offered or accepted.” FCE Art. 20(2). To be sure, certain small gifts are appropriate under the FCE’s express terms. *See* FCE Art. 20(1). Moreover, football officials may encounter circumstances, such as when meeting with foreign dignitaries who may be neither subject to nor familiar with FCE provisions, where refusing an

offered gift might cause offense or embarrassment and could therefore reflect poorly on FIFA. The Investigatory Chamber recommends that, in addition to abiding by existing gift rules, Executive Committee members promptly report all gifts, of whatever value, received from bid teams or others promoting those bids. A corresponding obligation should be placed upon the bid teams. This rule will be harder to implement and enforce with respect to the voting members of Congress. Disclosures should be made to the FIFA Ethics Committee, which would then advise the disclosing party how to proceed.

2. Friendly Matches

During the bidding process, there appear to have been an unusually high number of international friendly matches played between teams from bidding nations and teams from countries represented on the Executive Committee. As Geoff Thompson of England candidly observed, “it’s a form of bribery.” Such arrangements often lack transparency and are vulnerable to abuse. Accordingly, the Investigatory Chamber recommends that during the bidding period, any friendly match played or arranged between a team representing a bidding nation and a team from the home country of an Executive Committee member be subject to certain disclosure requirements. For example, the relevant member associations should report information concerning the parties—including agents and contractors—involved, the allocation of fees and other payments, and assignments of broadcast rights, and should further make relevant documents or other material available for review. The disclosures should be made to the FIFA Ethics Committee.

3. Advisors and Consultants

Each member of the bid team, including outside consultants and companies working on the bid effort, should be identified and reported to FIFA when the bid team files the registration documents and, as personnel and contractors may be added later in the bidding process, on a rolling basis thereafter. Every person working with a bid team should sign and file a statement certifying that he or she has read and understood the applicable rules and regulations, including the FIFA Statutes and Code of Ethics; agrees to be bound by and obey those requirements; and agrees to cooperate with any FIFA Ethics Committee investigation or inquiry. It should be made clear that failure to fulfill these obligations may result in a ban from participation in future bidding processes. Each bid team should further be required to designate an “ethics officer” responsible for disseminating the rules and training others associated with the bid team about the rules’ applicability and scope. That ethics officer should then certify that such training has taken place. The Ethics Committee is prepared to assist in the development of appropriate training material.

4. Confidentiality Clauses

In a number of instances, bid teams initially responded to requests from the Investigatory Chamber by claiming that “confidentiality clauses” prevented them from disclosing certain contracts and other material relevant to this inquiry. In some cases the questionable nature of this position was brought home when the counter-party freely provided the same contract or document. It should be made clear to those in football, particularly in the bidding process, that such clauses cannot be invoked to shield material from review by the FIFA Ethics Committee. Any other rule would allow bid teams to agree to engage in misconduct without fear of inspection or detection as long as they first agreed to strict “confidentiality.”

5. Retention of Records

In light of the conduct of the RFEF with respect to the Investigatory Chamber’s requests for documents related to the Spain/Portugal bid, it is recommended that bid registration agreements require all records related to bid teams’ activities—including relevant email communications, whether sent or received on an official account associated with the bid, a private email account, or an account of a separate business—to be preserved and available for inspection for a period of at least five years. Failure to do so would then constitute a violation of the bidding rules and preclude that nation from bidding to host a World Cup for a period of years. If the offending party was the winning bidder, other penalties should apply.

In assessing any future efforts by Spain to host the World Cup, FIFA should also consider whether, in light of Spain’s conduct in this inquiry, Spain’s participation should be contingent on its acceptance of greater reporting and transparency requirements than might otherwise apply.

6. Audits

Bid registration rules required every bid team to submit a final audit of its finances to FIFA within 90 days of the World Cup vote. It appears only three bid teams—Qatar, Russia, and the United States—submitted those final audits, at least in part because some at FIFA believed the requirement applied only to the winning bidders.²¹⁴⁵ The Investigatory Chamber recommends that FIFA implement—and enforce—provisions in bidding documents requiring every bidder, including unsuccessful bidders, to submit a final audit. The agreement should set forth strict consequences for non-compliance, perhaps to include restrictions on a member association’s ability to bid for future events.

7. Football Development

²¹⁴⁵ See FWC00182758-59.

Time and again bid teams found to have directed lucrative football development projects to the home countries of FIFA Executive Committee members asserted that they had merely been following FIFA guidance concerning the importance of promoting football development. Examples are analyzed in the Report.

That disingenuous interpretation of the bidding process's guidance regarding football development degrades a socially responsible program intended to assist countries and constituencies in real need by treating it as a vehicle to invest in votes.

FIFA should continue to encourage appropriate football development at all levels while ensuring that the projects are not used to improperly influence the bidding process. The Investigatory Chamber recommends a reporting requirement for Executive Committee members and bid teams of all memoranda of understanding, mutual-assistance agreements, and other promises or initiatives related to football development in the Executive Committee member's home country. The reporting requirement should be retroactive to a point at least 18 months before the bidding process formally begins. Likewise, bid teams and Executive Committee members should also disclose any agreement, offer or promise to place disbursement of development funds or selection of development projects within an Executive Committee member's discretion.

ANNEX 1

2010 FIFA EXECUTIVE COMMITTEE

<u>Name</u>	<u>Country</u>	<u>Term of Service and Current Status</u>	<u>Vote 2018</u>	<u>Vote 2022</u>
Joseph Blatter <i>FIFA President</i>	Switzerland	1998 – present (16 years)	NOT DISCLOSED	NOT DISCLOSED
Julio Grondona <i>FIFA Senior Vice President</i>	Argentina	1988 – 2014 (26 years) <i>Deceased</i>	NOT DISCLOSED	NOT DISCLOSED
Issa Hayatou <i>FIFA Vice President</i>	Cameroon	1990 – present (24 years)	NOT DISCLOSED	NOT DISCLOSED
Chung Mong-Joon <i>FIFA Vice President</i>	South Korea	1994 – 2011 (17 years)	NOT DISCLOSED	NOT DISCLOSED
Jack Warner <i>FIFA Vice President</i>	Trinidad and Tobago	1982 – 2011 (29 years) <i>Provisional ban and Resignation</i>	NOT INTERVIEW ED	NOT INTERVIEW ED
Ángel María Villar Llona <i>FIFA Vice President</i>	Spain	1998 – present (16 years)	NOT DISCLOSED	NOT DISCLOSED
Michel Platini <i>FIFA Vice President</i>	France	2002 – present (12 years)	Russia	Qatar
Reynald Temarii <i>FIFA Vice President</i>	Tahiti	2007 – 2010 (3 years) <i>Banned from all football-related activity from October 20, 2010 through October 20, 2011</i>	SUSPENDED – DID NOT VOTE	SUSPENDED – DID NOT VOTE

<u>Name</u>	<u>Country</u>	<u>Term of Service and Current Status</u>	<u>Vote 2018</u>	<u>Vote 2022</u>
Geoff Thompson <i>FIFA Vice President</i>	England	2007 – 2011 (4 years)	England Belgium/Netherlands	South Korea United States
Michel D’Hooghe	Belgium	1988 – present (26 years)	Belgium/Netherlands	NOT DISCLOSED
Ricardo Teixeira	Brazil	1994 – 2012 (18 years) <i>Resigned from all football-related activity</i>	NOT INTERVIEWED	NOT INTERVIEWED
Mohamed Bin Hammam	Qatar	1996 – 2011 (15 years) <i>Banned for life from all football- related activity</i>	NOT INTERVIEWED	NOT INTERVIEWED
Senes Erzik	Turkey	1996 – present (18 years)	NOT DISCLOSED	NOT DISCLOSED
Chuck Blazer	USA	1997 – 2013 (16 years) <i>Provisional ban</i>	NOT INTERVIEWED	NOT INTERVIEWED
Worawi Makudi	Thailand	1997 – present (17 years)	NOT DISCLOSED	NOT DISCLOSED
Nicolás Leoz	Paraguay	1998 – 2013 (15 years) <i>Resigned from all football-related activity</i>	NOT INTERVIEWED	NOT INTERVIEWED
Junji Ogura	Japan	2002 – 2011 (9 years)	NOT DISCLOSED	Japan

<u>Name</u>	<u>Country</u>	<u>Term of Service and Current Status</u>	<u>Vote 2018</u>	<u>Vote 2022</u>
Amos Adamu	Nigeria	2006 – 2010 (4 years) <i>Banned from all football-related activity from October 20, 2010 through October 20, 2013</i>	SUSPENDED – DID NOT VOTE	SUSPENDED – DID NOT VOTE
Marios Lefkaritis	Cyprus	2007 – present (7 years)	NOT DISCLOSED	NOT DISCLOSED
Jacques Anouma	Ivory Coast	2007 – present (7 years)	NOT DISCLOSED	NOT DISCLOSED
Rafael Salguero	Guatemala	2007 – present (7 years)	Russia	USA
Hany Abo Rida	Egypt	2009 – present (5 years)	NOT DISCLOSED	Qatar
Vitaly Mutko	Russia	2009 – present (5 years)	Russia	NOT DISCLOSED
Franz Beckenbauer	Germany	2007 – 2011 (4 years)	NOT DISCLOSED	NOT DISCLOSED