

**Principle of *Pacta Sunt Servanda* in Football Arbitration Compliances among
Selected Clubs in South-South Nigeria**

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Certification

This is to certify that this thesis Principle of “Pacta Sunt Servanda” in Football Arbitration, Compliances among Selected Clubs in South-South Nigeria was carried out by Aminu Osizemete YUSUF with matriculation number LCU/PG/003146 a student in the Department of Politics and International Relations under my supervision in the Faculty of Management and Social Science, Lead City University, Ibadan, Oyo State, Nigeria and has not been previously submitted.

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Dedication

This thesis is dedicated to Almighty God the Beginning and the End

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Abstract

This study examines the application of the principle of "*Pacta Sunt Servanda*" (agreements must be kept) in football arbitration, with a specific focus on compliance among selected clubs in the South-South region of Nigeria. The principle, fundamental to contract law, underpins the enforcement of agreements and arbitration decisions. This research explores how clubs in this region adhere to arbitration rulings and contractual obligations, identifying key factors influencing compliance. Using a qualitative approach, the study analyzes data from interviews, surveys, questionnaire and document reviews involving club officials, legal experts, and sports administrators. The findings reveal a mixed level of compliance, influenced by factors such as financial constraints, organizational culture, and awareness of

arbitration processes. Despite some adherence to the principle, challenges such as inadequate enforcement mechanisms and variability in legal interpretation persist. This research highlights the need for improved training, better governance structures, and stronger enforcement mechanisms to ensure that "*Pacta Sunt Servanda*" is effectively upheld in football arbitration. By addressing these issues, the study aims to contribute to a more robust framework for contract enforcement in Nigerian football, aligning with international standards. The insights gained provide valuable recommendations for policymakers, sports administrators, and legal practitioners involved in football arbitration. The findings of this study have implications for sport's governing bodies, arbitration institutions, and legal practitioners, emphasizing the need for consistent and effective enforcement of arbitration awards to maintain the integrity of football arbitration in Nigeria.

Keywords: '*Pacta Sunt Servanda*', Football, Arbitration Awards, Enforceability, Federation International de Football Association (FIFA)

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Table of Contents

| Content | Page |
|-------------------|------|
| Title page | i |
| Certification | ii |
| Dedication | iii |
| Acknowledgement | iv |
| Abstract | v |
| Table of Contents | vi |
| List of Tables | vii |

Chapter One: Introduction

| | | |
|-----|---------------------------------|----|
| 1.1 | Background to the Study | 1 |
| 1.2 | Statement of the Problem | 7 |
| 1.3 | Aim and Objectives of the Study | 9 |
| 1.4 | Research Questions | 9 |
| 1.5 | Significance of the Study | 10 |
| 1.6 | Scope of the Study | 10 |
| 1.7 | Limitation of the Study | 13 |
| 1.8 | Operational Definition of Terms | 14 |
| | Endnotes | 17 |

Chapter Two: Literature Review

| | | |
|-----|---------------------------------------|----|
| 2.1 | Conceptual Review | 18 |
| 2.2 | Theoretical Framework | 63 |
| 2.3 | Review of Empirical Studies | 69 |
| 2.4 | Conceptual Model | 81 |
| 2.5 | Summary of Gap in Literature Reviewed | 83 |
| | Endnotes | 85 |

Chapter Three: Methodology

| | | |
|---|--|-----|
| 3.1 | Research Design | 99 |
| 3.2 | Population of the Study | 99 |
| 3.3 | Sample and Sampling Techniques | 100 |
| 3.4 | Description of the Research Instruments | 100 |
| 3.5 | Validity of the Research Instruments | 101 |
| 3.6 | Reliability of the Research Instruments | 101 |
| 3.7 | Administration and Method of Data Collection | 102 |
| 3.8 | Method of Data Analysis | 102 |
| | Endnotes | 103 |
| | | |
| Chapter Four: Results and Discussion of Findings | | |
| 4.1 | Demographic Data Analysis | 104 |
| 4.2 | Presentation of Research Questions | 109 |
| 4.3 | Discussion of Findings | 122 |
| | Endnotes | 126 |
| | | |
| Chapter Five: Conclusion | | |
| 5.1 | Summary of Findings | 127 |
| 5.2 | Conclusion | 131 |
| 5.3 | Recommendations | 132 |
| 5.4 | Contribution to Knowledge | 133 |

| | | |
|-----|---|-----|
| 5.5 | Suggestion for Further Study | 133 |
| | Bibliography | 135 |
| | Appendix | 152 |
| | Bio-data | 157 |
| | The University Compliance Certification | 159 |

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List of Table

| Table | Title | Page |
|--------------|---|-------------|
| 4.1 | Gender Analysis of the Respondents | 98 |
| 4.2 | Age Distribution of Respondents | 99 |
| 4.3 | The Education Distribution of Respondents | 100 |
| 4.4 | The Marital Distribution of Respondents | 101 |
| 4.5 | The Distribution of Respondents on Compliance Challenges | 102 |
| 4.6 | The Distribution of Respondents on How Compliance Challenges | 104 |
| 4.7 | The Distribution of Respondents on Factors that Contributes to Compliance | 105 |
| 4.8 | The Distribution of Respondents on Legal and Regulatory Framework | 106 |
| 4.9 | The Distribution of Respondents on Factors that Contributes to Compliance | 108 |
| 4.10 | The Distribution of Respondents on What Hinder Enforcement of International Sport Arbitration between Clubs and Players | 109 |
| 4.11 | The Distribution of Respondents on Strengthening <i>Pact Sunt Servanda</i> | 110 |
| 4.12 | The Distribution of Respondents on Impact on Strengthening <i>Pact Sunt Servanda</i> | 112 |
| 4.13 | The Distribution of Respondents on Institutional Solution for Compliance | 113 |
| 4.14 | The Distribution of Respondents on Institutional Solution and Compliance | 115 |

Chapter One

Introduction

1.1 Background to the Study

This study examines the application of the principle of "Pacta Sunt Servanda" (agreements must be kept) in football arbitration, with a specific focus on compliance among selected clubs in the South-South region of Nigeria. "Pacta Sunt Servanda" is a fundamental principle of contract law that mandates parties to honour and execute the agreements they have entered into. In the context this principle is crucial for maintaining fairness, integrity, and trust in contractual relationships¹.

In recent years, the football industry in Nigeria, particularly in the South-South region, has experienced significant growth, leading to an increase in player transfers and contractual agreements. However, this growth has also brought about numerous contractual disputes and challenges in compliance with arbitration rulings. The Nigeria Football Federation Players Status and Arbitration Committee plays a pivotal role in resolving these disputes, but the enforcement and compliances to its decisions remain areas of concern².

By focusing on selected clubs in this region, the study aims to explore the extent to which these clubs comply with arbitration decisions and uphold contractual obligations. It seeks to identify the key factors influencing compliance and the challenges faced in enforcing these decisions. The study provides insights into the current state of football arbitration and compliance in South-South Nigeria³.

Understanding these dynamics is essential for developing strategies to enhance contractual integrity and ensure that agreements in the football sector are respected and enforced, thereby contributing to the overall stability and professionalism of football in Nigeria.

Football, being one of the most widely followed and financially rewarding sports globally, is subject to an intricate network of rules and regulations. These regulations are crucial for upholding the honesty and impartiality of the game, safeguarding the rights and interests of all parties involved, and guaranteeing that the sport functions as a legal and sustainable enterprise⁴.

The transfer of players and other sporting activities are subject to rules and regulations that guarantee their execution in an equitable and transparent manner.² Thus, transfer agreements are carefully examined to avoid any fraudulent or unethical practices. Ensuring the proper management of players' contracts and activities in football is essential in order to provide a stable and secure environment for all parties' involved⁵. Player contracts delineate the specific terms and circumstances governing a player's involvement with a club, including their remuneration, obligations, and the length of the contractual agreement. These contracts serve to sustain the financial stability of clubs and provide equitable remuneration for players based on their abilities. Contracts, negotiations, and disputes between players, clubs, and the governing bodies require a deep understanding of contract law, labor law, and arbitration. On the international stage Federation Internationale de Football Association (FIFA) and Nigeria Football Federation through its affiliate the Nigeria Premier Football League that established rules and regulations governing worldwide and domestic football Arbitration⁶. The realm of football arbitration is an intricate domain where the concepts of impartiality, equality, and righteousness converge with the competitive and sometimes profitable character of sports events. One of the fundamental principles that underpin football arbitration is the principle of "Pacta Sunt Servanda", which translates to mean that an "agreements must be kept"⁷. This principle serves as the cornerstone for the enforceability of contracts and agreements in international sports not just in Nigeria but on a global scale.

In the context of player transfers, Pacta Sunt Servanda is of paramount importance. When clubs in Nigeria or elsewhere negotiate contracts with players, these agreements dictate the terms of the player's service, duration, compensation, and various other obligations⁸. Ensuring these contracts are honored is essential for maintaining the integrity and stability of the football ecosystem. Failure to abide by these agreements can lead to disputes, breaches of trust, and financial instability within the sport. Moreover, player performance is directly linked to "Pacta Sunt Servanda". When a player signs a contract with a club, there is an expectation that they will perform to the best of their abilities. Failing to do so could lead to breaches of contract and potential legal consequences⁹. Similarly, clubs are obligated to provide the agreed-upon conditions for players to perform optimally, such as constant payments of salaries, welfare, proper training facilities and medical care.

Meanwhile, in the history of international and national football arbitration, numerous cases and controversies have brought the principle of "Pacta Sunt Servanda" into the limelight. For instance, the former Chelsea player and former captain of the Romanian football team you are referring to is Adrian Mutu. His career was indeed marked by several controversies and personal challenges¹⁰.

1. Breakdown of Marriage: Mutu's personal life, including his marriage, faced public scrutiny and turbulence.
2. Controversy Involving Sexual Misconduct: He was involved in various controversies, including accusations of sexual misconduct.
3. Pursuit by the Police in a Vehicle: There were incidents involving police pursuits.
4. Prohibition from Driving: He faced legal issues, including a driving ban.
5. Drug Usage Confession: The most notable incident was his confession to using cocaine, which led to Chelsea terminating his contract in 2004.

Chelsea justified the termination of his contract by citing their commitment to social responsibility towards fans, players, and football stakeholders, prioritizing these values over commercial concerns. This case highlights the complexities of enforcing agreements and maintaining discipline in the competitive world of sports.

In another development, the principle of "Pacta Sunt Servanda" (agreements must be kept) is directly relevant to the case involving Akwa United Football Club, its players, and coaches, including veteran coach Bernard Ogbah¹¹. Akwa United Football Club, a government-owned football club based in Uyo, Akwa Ibom State. Coaches and players who were formerly employed by Akwa United FC. The coaches and players, led by Bernard Ogbah, claim they are owed over N47,050,000.00 (Forty-Seven million and Fifty Thousand Naira only) in outstanding salaries, sign-on fees, and match bonuses. These financial entitlements were due at the time they parted ways with the club.

In June 2015, the aggrieved parties petitioned the Players' Status/Arbitration Committee of the Nigeria Football Federation (NFF) to intervene and secure their payments¹². The Arbitration committee ruled in favour of the coaches and players, directing Akwa United FC to pay the award. The ruling by the NFF's Players' Status/Arbitration Committee represents an effort to enforce the principle by ensuring the club complies with its contractual commitments¹³.

The case involving the coaches and players against Akwa Starlet FC (Dakkada Football Club) underscores the critical importance of enforcing the principle of "Pacta Sunt Servanda" in football arbitration. It highlights the need for effective enforcement mechanisms to uphold contractual obligations and protect the rights of all stakeholders. Strengthening these mechanisms is essential for maintaining trust, integrity, and stability in Nigerian football governance¹⁴.

The Coaches and Players, Otene Johnson, Nnanna Campbell, Kola Awe, Peter Walter, Omo Johnson, Francis Onyegbuna, Martins Okwudili, Clearance, Nse Smart, Salami Moroof, Edem Akakatang, Iniobong Jeremiah, Abiodun Amino, Edafe Unurhuro, Green Michael, Aniekpon A., Abba William, Coach Olabode Awakan, Prince Usen Ubuok, Otto Elkanem, Mike Akpan, Emmanuel King, and Itoro Udoh and the club, Akwa Starlet FC now Dakkada Football Club a football club based in Uyo. The dispute centres around unpaid financial entitlements owed to the claimants by Akwa Starlet FC. The claimants were contracted to play for the club during 2015/2016 football seasons and have not received their sign-on fees, salaries, and match bonuses as per their contractual agreements¹⁵.

On June 2015, the coaches and players petitioned the Players' Status/Arbitration Committee of the Nigeria Football Federation (NFF) in June 2015, seeking enforcement of their financial entitlements total N27,850,000.00 (Twenty-Seven Million, Eight Hundred and Fifty Thousand Naira only)¹⁶.

On June 15, 2015, the NFF Players' Status/Arbitration Committee ruled in favour of the claimants, awarding them the payment of their outstanding sign-on fees, salaries, and match bonuses. The decision, however, was not honoured by Akwa Starlet FC. The NFF Players' Status/Arbitration Committee reconvened on September 10, 2015, to review the case and the club's non-compliance with the June 15, 2015 ruling¹⁷. The committee reaffirmed that the coaches and players had valid contracts with Akwa Starlet FC for various football seasons and the claimants fulfilled their obligations by diligently coaching and playing for the club that Akwa Starlet FC failed to honour its contractual obligations. Despite the June 15, 2015 decision directing the club to settle the outstanding amounts, the payments had not been made by the time of the September 10, 2015 meeting¹⁸.

In another case involving the Players and Dolphin Football Club, now Rivers United Football Club of Port Harcourt, this principle serves several key purposes. It emphasizes the

importance of honouring agreements made between parties, underscoring that the contracts signed between the players and the club are legally binding and must be respected by both parties¹⁹.

The Players who were under contract with Dolphin United FC were involved in a dispute over unpaid financial entitlements total N24,600,000.00 (Twenty-Four Million, six hundred Thousand Naira only) The dispute involves unpaid salaries, sign-on fees, and match bonuses owed to the players by Dolphin United FC. The claimants argued that despite fulfilling their contractual obligations, the club failed to pay their dues. The aggrieved parties filed a petition to the Nigeria Football Federation (NFF), seeking enforcement of their financial entitlements²⁰.

The Nigeria Football Federation Players' Status/Arbitration Committee reviewed the contracts between Dolphin United FC and the claimants to determine the validity of their claims. The committee extended invitations to Dolphin United FC to attend hearings and present their case. The club's management was required to explain the non-payment of the player's entitlement²¹. The committee confirmed that the players had valid contracts with Dolphin United FC and had diligently fulfilled their contractual duties. The club was found to be in breach of its contractual obligations for failing to pay the owed salaries, sign-on fees, and match bonuses to the players and coaches. The NFF Players' Status/Arbitration Committee ruled in favour of the claimants, ordering Dolphin United FC to pay the outstanding financial entitlements²².

Football is a very competitive athletic activity, and professional teams are under tremendous pressure to excel and achieve wins. Inadequate performances might result in unfavorable team outcomes, demotion, or financial deficits, necessitating prompt modifications by clubs. In some instances, disputes have arisen due to breaches of contract, and the process of resolution has highlighted the need for a more effective system of

enforcement.²³ Nigerian sporting clubs, like their counterparts worldwide, have confronted significant compliance challenges in international sports arbitration. These challenges encompass a range of legal, cultural, and practical obstacles.

Legal challenges stem from the need for clear and robust contracts that adhere to international legal standards. In some cases, contracts may lack precision or may not account for specific scenarios that arise in international sports. Additionally, the cross-border nature of international sports contracts can lead to complexities in the enforcement of awards, especially when different legal systems are involved.²⁴ Cultural challenges can also influence compliance. Differences in cultural norms and expectations can lead to misunderstandings and disagreements between Nigerian sporting clubs and their international partners, potentially impacting contract compliance. Practical obstacles such as language barriers, time zone differences, and the logistics of arbitration proceedings can add to the challenges faced by Nigerian sporting clubs in international sports arbitration.

The Nigeria Football Federation, Players Status and Arbitration Committee is a key factor in the dispute resolution in the national level. It has played a crucial role in upholding the principle of “Pacta Sunt Servanda” by providing a specialized forum for resolving football-related disputes. The research gap aims to address is the dearth of comprehensive studies on the compliance challenges related to “Pacta Sunt Servanda” in football arbitration, particularly within the context of Nigerian football clubs. The compliance issues faced by these clubs are unique due to factors such as legal systems, cultural norms, and practical constraints.

The relevance of this topic is underscored by the growing regional participation and presence of not only Nigerian football clubs but also the presence of professional footballers from other West Africa countries. As these clubs increasingly engage in

national competitions and contract negotiations, the need to address compliance challenges becomes imperative. Failure to do so can result in disputes, loss of reputation, and financial implications. The research is timely as it can help Nigerian football clubs and the selected clubs among the South- South adapting to the evolving landscape of football arbitration. Thus, in this research the researcher identifies the primary compliance and enforcement challenges faced by Nigerian football clubs in adhering to arbitral awards.

1.2 Statement of the Problem

The world of international and national football arbitration is replete with contracts, agreements, and disputes, all of which hinge on the fundamental principle of "Pacta Sunt Servanda" — the sacred notion that agreements must be kept. However, despite its significance, compliance challenges in upholding this principle within the context of Nigerian football clubs engaged in football arbitration have emerged as a pressing problem. Over the past few decades, football arbitration has witnessed remarkable growth, becoming a pivotal mechanism for resolving disputes. The surge in global sporting events, increased commercialization and the transnational nature of modern sports have led to a corresponding increase in legal issues and conflicts.

Nigerian football clubs, like many of their international counterparts, have found themselves actively engaged in football arbitration. These clubs participate in various competitions and contractual agreements that transcend national boundaries. Therefore, they frequently encounter legal disputes that require resolution through players status Arbitration tribunal or committee. The clubs in Nigeria sometimes fail to comply with the decisions and awards issued by football arbitration tribunals. This non-compliance can take the form of delayed payments, refusal to implement contractual obligations, or other breaches of arbitration outcomes. The failure to adhere to arbitral awards can have significant consequences, including reputational damage, legal consequences, potential

financial penalties, banning the club from further registration of players, banning the club from buying and selling of players and point's deductions. Non-compliance can undermine the credibility of Nigerian sporting clubs in the international sports community. Previous studies revealed that addressing issues like doping, match-fixing, hooliganism, and sports corruption necessitates a global legal framework developed through collaboration between government and sports bodies. By understanding the reasons for non-compliance, identifying legal reforms, and proposing institutional solutions, this study can contribute to strengthening the compliance of Nigerian sporting clubs with arbitral awards.

1.3 Aim and Objectives of the Study

The aim of this study is to comprehensively examine and address the multifaceted challenges surrounding the adherence to the principle of "Pacta Sunt Servanda" in international sports arbitration, focusing specifically on Nigerian sporting clubs. Specifically, the objectives of the study are to:

- i. identify the primary compliance challenges faced by Nigerian sporting clubs in adhering to international arbitral awards, and how do these challenges manifest in practice.
- ii. investigate the extent at which legal and regulatory framework in Nigeria facilitate or hinder the enforcement of international sports arbitration awards.
- iii. determine the degree at which the successful strengthening of the "Pacta Sunt Servanda" principal benefit Nigerian sporting clubs, the domestic sports industry, and Nigeria's global sports reputation?

- iv. proffer solutions on how institutional solutions be tailored to the specific needs of Nigerian sporting clubs to enhance their compliance with international arbitral awards, and what are the key components of these solutions?

1.4 Research Questions

1. What are the primary compliance challenges faced by Nigerian sporting clubs in adhering to international arbitral awards, and how do these challenges manifest in practice?
2. To what extent do legal and regulatory frameworks in Nigeria facilitate or hinder the enforcement of international sports arbitration awards?
3. To what degree would the successful strengthening of the "Pacta Sunt Servanda" principle benefit Nigerian sporting clubs, the domestic sports industry, and Nigeria's global sports reputation?
4. How can institutional solutions be tailored to the specific needs of Nigerian sporting clubs to enhance their compliance with international arbitral awards, and what are the key components of these solutions?

1.5 Significance of the Study

This study holds numerous significances. Firstly, the principle of "Pacta Sunt Servanda" is fundamental in contract law and plays a critical role in ensuring the stability, predictability, and integrity of both local and international agreements. In the context of international sports arbitration, this principle underpins the enforceability of decisions and awards, which is essential for maintaining fairness and equity in the world of sports. Secondly, Nigerian sporting clubs, like many across Africa, face notable compliance challenges when it comes to adhering to arbitral awards with players. Understanding the root causes of these challenges and seeking solutions is vital for the credibility and reputation of the sporting

industry in the country. Hence, this study will shed light on the complex factors affecting compliance.

Furthermore, exploring legal reforms and institutional solutions tailored to the Nigerian context is significant for enhancing the overall sports ecosystem. It can potentially lead to a fairer and more efficient dispute resolution process, benefitting both clubs and athletes. The findings of this research may serve as a blueprint for other African nations and sporting clubs facing similar compliance issues. In conclusion, this study addresses a crucial aspect of football arbitration, offering insights into the challenges faced by Nigerian football clubs and proposing solutions. It contributes to the broader discourse on the rule of law in sports, which is essential for ensuring fairness, accountability, and the continued growth of the sporting industry in Nigeria and beyond.

1.6 Scope of the Study

The crux of this study is to investigate compliance and enforcement challenges within Nigerian football clubs concerning the "Pacta Sunt Servanda" principle in football arbitration. The study also delves into the root causes of non-compliance, examines potential legal reforms, and explores institutional solutions tailored to the Nigerian context, with a focus on improving the enforcement of domestic arbitral awards. The scope of this study encompasses an in-depth analysis of the principle of "Pacta Sunt Servanda" in football arbitration compliance among selected clubs in South-South Nigeria. By focusing on specific clubs and examining arbitration processes, compliance levels, and the impact on stakeholders, the study aims to provide a comprehensive understanding of the challenges and effectiveness of enforcing contractual obligations in the football industry within this region. The scope of this study shall be confined to 12 years which is 2010 to 2022. The reason for choosing this period is that during this time, sporting clubs in Nigeria signed numerous players and were

involved in various contractual disputes and transfer matters handled by the Nigeria Football Federation Players Status and Arbitration Committee.

The study on the principle of "Pacta Sunt Servanda" in football arbitration compliance among selective clubs in South-South Nigeria is significant as it aims to enhance contractual integrity, protect stakeholder rights, improve governance, and promote financial stability. By addressing the research questions, the study seeks to provide a comprehensive understanding of the current state of compliance and the enforcement challenges faced, and potential solutions to ensure that football clubs in the region honor their contractual commitments.

National Football Administration: Explore the structures and mechanisms of Confederation football administration, including CAF, and national federations, and their roles in enforcing contractual agreements and resolving disputes.

Arbitration in Football: Analyse the role of arbitration in resolving disputes within the football industry, including the types of disputes commonly arbitrated, the procedures followed, and the key arbitration bodies involved.

Case Studies: Present case studies of disputes involving Nigerian players and federations, highlighting how the "Pacta Sunt Servanda" principle has been applied in these cases. This could include contractual disputes, transfer disputes and disciplinary matters. The study would likely include case studies or specific examples of disputes within the national football administration where the principle of Pacta Sunt Servanda has been invoked or applied. These case studies could involve contractual disputes between players and clubs, disputes between clubs and governing bodies, or conflicts arising from contractual disputes between players and coaches including transfers agreements.

Challenges and Issues: Identify and analyse the challenges and issues faced by African and Nigerian players and federations in the application of the "Pacta Sunt Servanda" principle, such as legal and regulatory barriers. The application of the principle of "Pacta Sunt

Servanda" in Nigerian football faces numerous challenges and issues, ranging from weak legal frameworks and institutional support to financial constraints and political interference. Addressing these challenges requires a multifaceted approach, including strengthening legal provisions, enhancing the authority and resources of arbitration bodies, implementing effective sanctions, and increasing awareness and education among stakeholders. By tackling these issues, the integrity and fairness of the football arbitration process can be improved, ensuring that contractual agreements are honored and upheld.

Comparison with International Standards: Compare the application of the "Pacta Sunt Servanda" principle in African and Nigerian football with international standards and practices, highlighting any discrepancies or areas for improvement.

Principle of Pacta Sunt Servanda: A comprehensive analysis of the principle of Pacta Sunt Servanda within the context of international law and its application to contractual agreements in football administration. This would involve examining how the principle is interpreted and applied by arbitral bodies in resolving disputes within the footballing world.

Arbitration Procedures: An examination of the arbitration procedures commonly used in international football disputes, including the role of specialized arbitral bodies such as the Court of Arbitration for Sport (CAS). This would involve understanding the procedural rules, evidence standards, and decision-making processes involved in football arbitration.

Challenges and Implications: An analysis of the challenges and implications of applying the principle of Pacta Sunt Servanda in football arbitration. This could include considerations of jurisdictional issues, conflicts of law, cultural differences, and the enforcement of arbitral awards in different jurisdictions.

Overall, the scope of the study would aim to provide a comprehensive understanding of how the principle of Pacta Sunt Servanda operates within the specific context of football

arbitration, including its practical application, challenges, and implications for stakeholders within the footballing community.

Provide recommendations for improving the application of the "Pacta Sunt Servanda" principle in African and Nigerian football, addressing legal reforms, institutional capacity-building, and other relevant measures. Summarize the key findings of the study and reiterate its significance for international football administration, with a focus on Nigeria.

By addressing these aspects, the study would provide a comprehensive analysis of the application of the "Pacta Sunt Servanda" principle in football arbitration, with specific emphasis on the experiences of Nigerian players and federations.

1.7. Limitation of the Study

When exploring the principle of "Pacta Sunt Servanda" (agreements must be kept) in football arbitration and compliance among selected clubs in South-South Nigeria, several limitations or constraints might arise. These limitations can affect the scope, methodology, findings, and overall impact of the study. Here are some potential limitations:

The study is confined to South-South Nigeria, which may not be representative of the entire country or other regions where football arbitration practices and compliance might differ.

Difficulty in obtaining detailed and accurate information from football clubs regarding their arbitration practices and compliance records. Low response rates from clubs or key stakeholders can lead to incomplete data and potential bias.

1.8 Operational Definitions of Terms

Pacta Sunt Servanda: Pacta Sunt Servanda is a fundamental legal principle in contract law, often translated as "agreements must be kept." It signifies the binding nature of agreements and contracts between parties, emphasizing that parties are obligated to honor their commitments and promises as stated in the contract. This doctrine forms the

cornerstone of contractual relations, promoting stability and predictability in international agreements and transactions. In essence, it underscores the significance of upholding the terms and conditions agreed upon in contractual agreements.

Compliance Challenges: Compliance challenges refer to the difficulties and obstacles that organizations, individuals, or entities encounter when attempting to adhere to established laws, regulations, standards, or agreements. These challenges can stem from a variety of sources, such as evolving legal requirements, complex bureaucratic procedures, resource constraints, or even cultural differences. Addressing compliance challenges often requires strategies, policies, and mechanisms to ensure that an entity's activities align with the applicable rules, preventing legal violations and potential consequences.

The enforcement challenges: Enforcement challenges refer to the difficulties and obstacles that arise when trying to ensure that the parties involved in a contract adhere to and fulfil their contractual obligations as determined by an arbitration ruling. In the context of football arbitration and the principle of "Pacta Sunt Servanda," these challenges can hinder the effective application of this principle. Addressing these challenges is crucial for maintaining contractual integrity, protecting the rights of stakeholders, and ensuring the overall stability and credibility of football governance in the region and this also bothers on lack of Compliance from Clubs, Non-Attendance at Hearings, Ineffective Sanctions and Penalties, Weak Enforcement of Bans, Lack of Accountability and Transparency, Delays in Arbitration Proceedings and Poor Record-Keeping

Legal Reforms: In the context of this study, legal reforms are deliberate and systematic changes made to the laws and legal systems of a jurisdiction, with the goal of improving, modernizing, or addressing shortcomings in the existing legal framework.

These changes can encompass amendments, additions, or complete overhauls of legislation, regulations, and judicial procedures. Legal reforms are typically driven by evolving societal needs, advancements in jurisprudence, and the pursuit of justice, equity, and efficiency in the legal system, aiming to ensure it remains relevant and effective.

Institutional Solutions: Institutional solutions refer to strategies, mechanisms, and structural changes implemented within organizations or institutions to address specific problems, improve efficiency, or achieve particular goals. These solutions may involve restructuring, policy adjustments, the creation of specialized departments, or the adoption of best practices to enhance the overall functioning and effectiveness of the institution. They are designed to streamline operations, resolve challenges, and promote positive outcomes, often through a combination of procedural, administrative, and cultural changes.

Nigerian Sporting Clubs: Nigerian sporting clubs are organized and competitive athletic organizations based in Nigeria. These clubs cover a wide range of sports, including football (soccer), basketball, athletics, and more. They often participate in domestic and international leagues and competitions, fostering talent development and providing entertainment for fans. Nigerian sporting clubs can vary in size and resources, from grassroots clubs at the local level to prominent and well-funded organizations playing at the highest echelons of their respective sports.

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Chapter Two

Literature Review

2.1 Conceptual Review

2.1.1 The Concept of Pact Sunt Servanda

Pacta sunt servanda, a Latin expression that translates to "agreements must be kept" in English, encapsulates a fundamental principle in international law and contractual relationships¹. This concept serves as a cornerstone for the stability and predictability of legal relations, emphasizing the importance of honoring agreements once they are

willingly and knowingly entered into by parties. It is on this basis that a scholar explained that the phrase embodies a commitment to the integrity of contractual and treaty obligations, highlighting the notion that parties should fulfill their promises and adhere to the terms they have agreed upon².

At its core, “Pacta sunt servanda” reflects the principle of good faith and trust in legal relationships. It underscores the idea that agreements, whether between individuals, businesses, or states, are binding and must be performed in accordance with their terms. This principle is deeply ingrained in legal systems around the world and is considered a fundamental norm governing the sanctity of contracts and treaties. In the realm of international law, pacta sunt servanda is particularly significant.³ Treaties are formal agreements between sovereign states, and their effectiveness depends on the mutual commitment of the parties involved to abide by the agreed-upon terms.

Contract Stability

One of the most important principles if not the most important principle in law of contract generally, is the principle so called “Pacta Sunt Servanda”. In other words, the principle that agreements and promises of the parties to a contract must be observed.

Every contract, when agreed between parties must be integrally fulfilled and any non-compliance goes to the breach of the contract, and which attracts the consequence of such breach.

The FIFA Regulations on The Status and Transfer of Players “Regulations” also establishes that the most important principle of “Contract stability” is that contract agreements must be respected and fulfilled. Unfortunately, in the case at hand, respondent failed and refused to honour its contractual obligation to the claimant to the latter.

A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

Article 13 reflects the fundamental principle of contractual stability and contract law. RSTP. That contracts must be respected (“*Pacta Sunt Servanda*”). A specific feature of football employment contracts is that they are always entered into for a predetermined (i.e. fixed) period. The concept underlying all provisions in the Regulations that are designed to maintain contractual stability is based on this fundamental regulatory requirement.

Like any other fixed-term contract, a contract between a professional and a club will be terminated naturally when the term expires, after which both parties are usually considered free from any contractual obligations (presuming that all obligations have been met) to each other unless they agree to continue their contractual relationship by signing a new contract (or by extending the term of their current contract).

The international community relies on this principle to foster cooperation, resolve disputes, and maintain order in the complex web of global relations. Without the assurance that agreements will be honoured, international relations would be characterized by uncertainty and instability.⁴ *Pacta sunt servanda* is not the exclusive concept predicated on the diligent fulfilment of responsibilities established in a treaty provision. The European Union treaty also emphasize that there is a concept called loyalty or "sincere cooperation" which requires the European Union and its Member States to support each other in carrying out duties that arise from the Treaties, while maintaining mutual respect.⁵ To execute the responsibility of cooperation, EU Member States are required to implement whatever necessary measures, whether they are general or specific, to ensure that they meet the responsibilities emanating from the Treaties or from the actions of the Union's institutions.⁶ Despite the thematic connection between

pacta sunt servanda and loyalty, comparative analyses of these concepts are surprisingly scarce, despite the significant academic attention given to the principle of loyalty.

This principle reflects the importance of honoring commitments made between sovereign states and forms the cornerstone of the international legal order. However, the interpretation and application of pacta sunt servanda have been subject to varying perspectives among legal scholars, leading to nuanced definitions that reflect the evolving nature of international relations.⁷ Pacta sunt servanda embodies the idea that states are bound by the agreements they voluntarily enter into. This principle is enshrined in Article 26 of the Vienna Convention on the Law of Treaties (VCLT), which states that “*Every treaty in force is binding upon the parties to it and must be performed by them in good faith*”.⁸ The normative force of this principle lies in its role as a stabilizing force in the anarchic realm of international relations.

By emphasizing the importance of adherence to agreements, pacta sunt servanda fosters trust and predictability, crucial elements for fostering cooperation and maintaining global order. Scholars have offered various interpretations of pacta sunt servanda, contributing to a rich tapestry of perspectives on this foundational principle. One prominent view, championed by legal positivists, asserts that states are legally obligated to fulfill their treaty obligations simply because they have consented to be bound by them⁹. The legal force of treaties is derived solely from the voluntary consent of the parties involved. Notable legal scholars such as have emphasized the role of state consent in creating binding international obligations, reinforcing the principle of pacta sunt servanda as a reflection of the autonomy of states.¹⁰

Contrastingly, natural law theorists argue that pacta sunt servanda is not merely a product of state consent but is rooted in a deeper, inherent sense of justice and morality. For proponents of this view, treaties are binding not just because states have agreed to

them but because they represent a commitment to principles that transcend mere positive law. Emerging from the works of jurists like Grotius and Vattel, this perspective elevates the principle to a moral imperative, asserting that states are bound to uphold treaties as a matter of ethical duty¹¹.

Another dimension of the debate revolves around the concept of changed circumstances. Some scholars argue that states should be excused from their treaty obligations if there is a significant change in circumstances that was not foreseen by the parties at the time of the treaty's conclusion.¹² This is often referred to as the doctrine of *rebus sic stantibus*. Others, however, caution against a broad application of this doctrine, emphasizing the need for stability and predictability in international relations.

Moreover, the principle of *pacta sunt servanda* has faced challenges in cases where there are conflicting norms, such as human rights considerations. Scholars like have explored the idea that certain treaties may be void or voidable if they violate fundamental principles of international law, potentially creating exceptions to the strict application of *pacta sunt servanda*¹³. While *pacta sunt servanda* serves as a bedrock principle of international law, the divergent perspectives among legal scholars highlight the complexity and dynamic nature of its application. Whether viewed through the lens of legal positivism, natural law, or considerations of changed circumstances, the evolving discourse surrounding *pacta sunt servanda* reflects the ongoing efforts to balance the autonomy of states with the need for a stable and just international order¹⁴. As the global landscape continues to evolve, the nuanced interpretations of this principle will likely remain central to discussions on the nature and limits of international obligations.

2.1.2 The History of Pact Sunt Servanda

The majority of societal regulations are profoundly shaped by moral and religious principles, such as the sanctity of contracts. The notion of *pacta sunt servanda* originated in the East and was established by ancient civilizations such as the Chaldeans, Egyptians, and Chinese¹⁵. The deities associated with each political party actively participated in the creation of a pact. The gods would appoint the guarantors of the contract have the authority to take severe measures against the party responsible for violating the terms of the contract¹⁶.

Due to the participation of national deities in the contract formation process, the parties were obligated via the use of formal religious rituals and a culture centered on contracts emerged. Following the dissolution of the empire under the rule of Charles the Great and the subsequent loss of state unity, the concept of vassalage gained significant importance¹⁷. The feudal system included a hierarchical arrangement of contractual agreements between lords and vassals, which effectively deterred chaos. The moral foundation of feudalism may be traced back to the teachings of early Christians. The Christian knight was obligated, first, to uphold his pledged word with utmost fidelity. Simultaneously, the examination of Roman law reinforced the notion of a duty to fulfil the agreement¹⁸.

Subsequently, the commencement of the Reformation ensued. The concept of "Reason of State" was fundamental in the belief of a scholar. Indeed, this scholar wholeheartedly embraced the overarching importance of religion, morality, and law¹⁹. He claimed that the prince had the authority to transcend legal and judicial constraints, if it was deemed essential for the well-being of the state. The scholar said that although it is preferable for the prince to adhere to virtuous actions, he is justified in resorting to immoral behaviour when faced with unavoidable circumstances²⁰. He highlighted that, to

safeguard the state's interests, the prince must be prepared to take actions that may contradict loyalty, compassion, humanism, and religion.

It is important to acknowledge that Machiavelli's perspectives were advantageous for those who acknowledged instances when the inviolability of contracts might be disregarded. A famous philosopher advocated for the strict enforcement of contracts, especially when dealing with adversaries. However, he believed that if the circumstances around the people or things involved in the contract had changed since its creation, non-performance of the contract may be justified²¹.

The notion of "clausula rebus sic stantibus" originated from this. This doctrine is considered valid in present times, but only under specific conditions. It is only justifiable when the circumstances that were present at the time of entering into contracts have significantly changed. In such cases, the party involved in the contract has the right to request a revision of the contract, and this right must be exercised in a fair and honest manner²². However, there is no unilateral authority to terminate or amend. Prior to the development of his renowned theory of sovereignty, he explicitly defined national sovereignty as the supreme power that is autonomous from state laws, specifically in relation to the inhabitants and subjects of the state.

A philosopher states that a state cannot be bound by its own rules, and no law is so sacred that it cannot be amended under the constraint of need. To his argument, it is permissible to disregard International Law agreements if their execution no longer serves the state's interests²³. In the 17th century, a new threat arose about the notion of contractual sanctity, as espoused by two influential philosophers who advocated for the theory of "raison d'état."

One of the scholars posits that agreements must be upheld, and the notion of wrongdoing stems from the failure to fulfil a contractual obligation. The auspicious condition in such an agreement is therefore paradoxical. To him, the only time when an agreement by a state may be broken is if keeping the agreement will threaten the security of the state²⁴. Conversely, a Dutch philosopher, said that any individual in a position of political authority who prioritizes the integrity of contracts above the well-being of their own nation is engaging in criminal behaviour²⁵. To him, the sanctity of a contract is contingent upon whether the deal is advantageous to one's own state. He unequivocally rejected the principle of *pacta sunt servanda*.

The concept of contractual sanity was emphasised by a Dutch scholar from 1714 to 1767. He argued that countries and their leaders must adhere to their oaths and commitments in order to maintain stability and facilitate international trade²⁶. Authors or scholars of international law would inevitably see that the integrity of International Law was being compromised when contracts were enforced only based on the whim of the sovereign. Consequently, they attempted to discover a foundation that would have modified the concept of contractual sanity, while maintaining a commitment to the state's will as the basis of international law²⁷.

It is noteworthy to mention the disagreeable method in which a professor discussed the importance of contracts in his work. This book was translated into other languages and went through eight editions. He acknowledged the significance of the principle of *pacta sunt servanda* in international law, but he restricted its application by stating that a contract only establishes a right when there is a mutual agreement, and this right only remains valid as long as the agreement persists²⁸. The contemporary perspective on international law, regardless of its classification as positivist or not, upholds the principle of *pacta sunt servanda*.

It is hardly unexpected, since any other perspective would essentially involve rejecting the existence of international law as a whole. Nevertheless, the foundation of international law relies more on contractual agreements rather than customary law. If a contract that has been legally established were not enforceable, it would undermine the fundamental basis of international law and render the existence of a community of nations impossible²⁹. The existence of international law and the importance placed on contracts stems from the inherent need that arises from the inescapable nature of social interactions. The enforceability of contracts is a duty that applies not only to the parties involved in the agreement, but also to international society at large³⁰.

Within the framework of international law, which has authority over nations, the inviolability of agreements should not be undermined via rationalization. It is crucial to determine the legal sources on which the maxim *pacta sunt servanda* is based³¹. For proponents of the notion that the "general principles of law" constitute a distinct foundation of international law, outside the jurisdictional framework of the International Court of Justice in The Hague, the concept of contractual inviolability is considered a universal legal norm³². It is a fundamental concept of international law that governs interactions between states. International law cannot exist without the influential tool of the contract.

The term *pacta sunt servanda*, originally rooted in religious origins, has consistently been embraced by governments as a reflection of their firm belief. It is certain that many instances of contract violations have occurred throughout history³³. It is amazing that the notion of the integrity of international contracts remained intact notwithstanding this. The violation of this has consistently been seen as an injustice that gives the aggrieved person the right to seek reparation. It is necessary to acknowledge that the restitution can only be seen as a partial reimbursement for the

wrongdoing. The moral wrongdoing in a breach of contract is of such magnitude that the tangible compensation is incapable of providing adequate restitution to the aggrieved party³⁴.

Over the course of centuries, leaders have issued several pronouncements to underscore the need to uphold the inviolability of contracts. As an illustration, former British Foreign Minister, wrote a letter to the British Ambassador in China, In the letter, he asserted that even the most savage individuals among humanity are guided by the universal principles of justice and humanity³⁵. If an agreement has been reached, it is obligatory to abide by the law. In a lecture on international issues the American Secretary of State, expressed that American foreign policy supports the diligent adherence to international accords. America values the importance of honoring treaties and believes in the possibility of modifying treaty terms via organized procedures, with a spirit of cooperation and compromise³⁶.

At this stage, a few examples will be more than sufficient. The preamble to the Covenant of the League of Nations recognizes the rule of "scrupulous respect for all treaty obligations in the dealings of organized peoples with one another" as a critical basic concept. This rule was included in the Covenant because it was considered to be of the utmost importance. Through the implementation of this concept, the goals of fostering international cooperation and achieving global peace and security will be pursued. The preamble to the Charter of the United Nations contains a number of principles, one of which is the concept of "respect for the obligations arising from treaties and other sources of international law"³⁷. Equally as crucial is the statement made in Article 5 of the Charter of the Organisation of American States that the international order is formed in part by the faithful adherence to the duties that are

drawn from treaties and other forms of international law. This is a very important aspect of the document.

The existence of the international community relies not only on interactions among nations, but also, to an increasingly significant extent, on interactions between nations and foreign organisations or persons. Economic interactions between nations and foreign firms cannot exist without adhering to the concept of *pacta sunt servanda*. This fact has never been contested in actuality³⁸. The principle's applicability in such a circumstance is best shown by the following example: there has been a longstanding suggestion that conflicts between nations and foreign entities (or foreign persons) should be resolved via international adjudication.

2.1.3 The Usage and Interpretation of Pact Sunt Servanda

The idea of treaty obligations being performed in good faith is a basic norm that mandates all subjects of international law to conscientiously execute their rights and responsibilities in accordance with the law. Within the realm of social and political affairs, this basic principle may be seen as the manifestation of nations' recognition of the need for an international legal system³⁹. This system serves to guarantee international order and avoid unpredictable actions and disorder. Within the realm of law, the principle of confirmation establishes the nature of international law as a legal system. Subjects of international law are legally obligated to adhere to the principle and carry out the prescriptions of the law.

The principle of *pacta sunt servanda* has evolved over time from its original, more informal and concrete form into a more formalised, rule-based framework for giving effect to international legal norms and resolving conflicts between those norms and domestic law⁴⁰. This change is the result of the principle becoming more formal and

abstract. The decision to intervene in the domestic domain, however, remains at the discretion of individual states and is not affected by this evolution. The idea of *pacta sunt servanda* pertains to the rules that are now in effect; specifically, those norms that have been agreed upon and continue to be in effect.

Article 26 of the Vienna Convention on the Law of Treaties and Article 18 of the Vienna Convention both address this matter. The principle's influence also applies, to a certain extent, to treaties that have been signed but have not yet been ratified or recognised by the party state. Under such situations, the parties are required to abstain from actions that might undermine the intended goal and purpose of such accords⁴¹. This idea applies to situations when treaties are temporarily applied before they officially come into effect. If a rule's operation is halted, the principle no longer applies to it, but not completely.

The involved parties are required to abstain from actions that might hinder their adherence to the provisions of the treaty. The principle of *pacta sunt servanda* obligates subjects of international law to operate in good faith⁴². The primary objective of states when considering a rule is to conscientiously choose the relevant regulations and ensure that their implementation aligns accurately with the textual provisions. Good faith restricts the rules to ensure they do not violate the lawful rights and interests of individuals and prohibit the misuse of such rights⁴³. The concept of good faith in fulfilling commitments establishes a standard of fairness that regulates the methods and procedures for implementing international legal rules. Good faith fulfilment is achieved by reciprocity, which is effectively implemented in domestic law.

All international commitments must be met simultaneously and in a sincere manner. The inclusion of the principle of good faith in *pacta sunt servanda* incorporates both

legal and ethical aspects. International practices show that the most crucial regulations, particularly those governing peace and security, must be adhered to sincerely⁴⁴. The principle of *pacta sunt servanda* is absolute and does not admit any exceptions, notwithstanding the disagreement of several authors. A significant obstacle faced by the notion of *pacta sunt servanda* is the process of revising treaties. The revision of treaties assumes the existence of legitimate treaties and raises the political issue of changing or terminating the existing treaty norms that are recognised as valid in positive law by the parties involved in the dispute⁴⁵.

Treaty standards that are deemed valid must be upheld, but they may be subject to revision via the implementation of suitable processes. The amendment of treaties does neither deviate from, nor violate, the principle of *pacta sunt servanda*. The notion of *pacta sunt servanda*, derived from Latin, signifies the principle that agreements must be upheld. The theory has its origins in religion, as is the case with many norms and regulations. It was formulated in the eastern part of the world. The concept of state sovereignty entails those states be held accountable for their compliance with international accords and treaties⁴⁶. The application of this principle is that nations are obligated to adhere to the international accords and treaties to which they have become signatories. This pertains to treaties and agreements that have been formally approved by a state. One of the main difficulties arises when a state chooses to withdraw from a treaty in which it was a participant.

2.1.4 Evolution of Football in Africa and Nigeria

Football was introduced into Nigeria in the late 19th century as a result of the influence of religious evangelists and British colonialists and paralleled the 'global pattern of the game's diffusion' as it did in other parts of Africa⁴⁷. An author adds, 'it precisely followed the assertion of British commercial and imperial power'⁴⁸. However, Nigeria was not a significant power in African football until it introduced a nationwide football league in the early 1970s. Prior to the league's establishment in 1972 the only national competition was the Challenge Cup involving mostly city selections with the exception of Lagos, which was represented by clubs⁴⁹.

There were many clubs in Lagos with most sponsored by companies such as Pan Bank, United African Company (UAC) and government agencies such as the Public Works Department (PWD), Nigerian Marine, and Nigerian Railways Corporation, whereas other cities had few or no clubs at all. Thus, Lagos could organize elimination competitions amongst its clubs. Other cities, bereft of competing clubs, organized training sessions for footballers from disparate sources, such as schools, agencies, and those individually reputed as good footballers⁵⁰. In essence, only Lagos had strong clubs qualifying to represent it at the national level for the Challenge Cup through competitions, whilst other cities simply formed teams with players selected from schools and government agencies, among others.

The Challenge Cup was an elimination competition, which meant that many teams were out of competition very early in the football season. Worse still, because only clubs were eligible to represent countries at the African Champion Clubs' Cup competition, Nigerian Challenge Cup champions were often ineligible and this delayed Nigeria's development as a football power in Africa. After the league was established however, Nigeria began to immediately produce better football performance. The effect of the league was clear as Nigerian players became involved in year round competition.

Nigeria won its first continental championship for clubs four years after the inception of the league and in the same year advanced, for the first time, to the medal stage of the Cup for African Nations⁵¹.

However, the league was still not professional as players remained employed to do non-football work and football remained recreational and amateur in the most part. Moreover, players were free to move to and from any club of their choice during the registration period⁵². However, several factors changed the football environment in the 1980s. These factors included a depressed economy, widespread corruption, and an entrenched military dictatorship. Nigeria's debt had risen sharply in the mid-1980s forcing increased emigration⁵³. An author that over 103,500 professionals and technicians alone emigrated from Nigeria to non-African countries between 1987 and 1989. This coincided with a period when the percentage of Nigerians living in poverty rose from 43% to 64%⁵⁴.

Football was not immune to the change in the economy. Teams increasingly found it difficult to pay wages or provide adequate equipment for players. Also, players began to emigrate to other African countries, as well as to Europe. Corruption also was on the increase during this period including in football administration⁵⁵. The height of Nigerian military dictatorship occurred during this period after the overthrow of the civilian republican era, which lasted from only 1979 until 1983. Under military dictators – the country was ruled by heavy-handed military decrees, which would affect football⁵⁶.

In 1990, football formally became professional with the clear agreement that players were simply employed to play football without being encumbered by other services. Two years later, the military government promulgated a military Decree 101 which

formalized government control over football administration in the country despite professionalization of the game⁵⁷. Players were required to be signed to a contract and the Nigerian Football Association (NFA) instituted rules for transfer of players from one club to the other. The league remained largely professional on paper but teams were unable to generate their own revenue or attract significant sponsors⁵⁸.

Most teams continued to rely on government sponsorship and were indeed owned by government and its agencies⁵⁹. The difference was that players were no longer civil servants, employed directly by the state, and protected by state regulations that often assured lifetime employment with a pension and similar benefits. In the new professional era, players were primarily footballers who could be fired when their skill diminished, yet their movements from one club to the other could be restricted⁶⁰. Importantly, with discretionary powers to dismiss players, management became increasingly emboldened.

The professional football environment in Nigeria created a new football labour condition, which included formalized and controlled movement of labour, disengaging player labour compensation from a compensation structure that was largely based on civil service rules, and labour stability was increasingly based on management discretion.

2.1.5 An Examination of the Types of Contract Employment in Nigeria Football

In Nigeria, there are two types of contracts, namely: Common law contracts and statutory contracts. Contracts that fall under Common law are written and unwritten contracts, in addition to fixed-term contracts⁶¹. Statutory contracts however, include civil service contracts and public service contracts. The distinguishing factor lies in the fact that under Common law, a contract of employment can be terminated by the

employer, as well as the available remedies for wrongful termination⁶². It is also important to distinguish between a contract of a definite duration and a contract of indefinite duration.

a. Definite Contract Duration

A contract of definite duration is one that indicates the period of the employee's employment, for example, three months, a year, three years, etc. This mode of contract is mostly used in expatriate contracts, as well as post retirement contracts⁶³. However, recent developments have established the fact that such contracts aren't limited to not groups. In a situation where the duration of the contract is stated and the contract elapses, that will be the end of the contract unless the contract is renewed. Importantly, in a contract of definite duration, a unilateral termination of the contract of employment will amount to a breach of contract of employment⁶⁴.

b. Indefinite Contract Duration

Where the contract of employment does not have a precise time with regards to when it will elapse, such contract is a contract of indefinite duration. Thus, in Nigeria, a contract of employment which is regarded to be permanent or pensionable or for a lifetime, will be described as a contract of indefinite duration⁶⁵.

c. Contract Duration at the International level (FIFA) in accordance to the FIFA Regulations on the Status and Transfer of Players

Under the FIFA Regulations on the Status and Transfer of Players: The guidelines regarding contract duration are specified to ensure the protection and stability of both players and clubs.

Here are the key points regarding contract duration:

Contract Duration According to FIFA Regulations

Minimum Duration: The minimum duration of a professional player contract is from the effective date until the end of the season, ensuring that players are not bound by excessively short-term agreements.

Maximum Duration: The maximum duration of a contract is five years. Contracts for a period longer than five years are permitted only if allowed by the law of the country where the player is to be employed.

Article 18 of the FIFA Regulations on the Status and Transfer of Players: Article 18.2: "The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws."

Flexibility: Clubs and players have the flexibility to negotiate the duration of contracts within these limits, allowing them to find mutually beneficial arrangements.

Protection for Players: These regulations aim to protect players from being tied to long-term contracts that could limit their career opportunities and bargaining power.

Stability for Clubs: Clubs benefit from having a minimum contract duration, ensuring they have sufficient time to integrate and develop players within their squad.

Enforcement and Compliance

National Laws: While FIFA sets these international guidelines, national laws and regulations may have additional requirements or variations. Clubs and players must ensure compliance with both FIFA regulations and relevant national laws.

Summary: The FIFA regulations on contract duration are designed to balance the interests of players and clubs, providing a framework that promotes stability and fairness in professional football. By adhering to these guidelines, stakeholders can ensure contractual agreements are legally sound and in line with international standards.

d. Contract Duration at the National Level LMC in the League Management Framework

The League Management Company (LMC) oversees the Nigeria Professional Football League (NPFL) and has specific regulations regarding the contract duration for players. While the exact wording and stipulations may be detailed in their comprehensive regulatory documents, the general principles can be outlined based on common practices and regulations within football leagues. Here are the key points regarding contract duration according to the LMC in the League Management Framework:

Minimum Duration: The minimum duration of a player contract is generally from the effective date of the contract until the end of the current football season. This ensures that players are not signed for excessively short periods, providing stability for both players and clubs.

Maximum Duration: The maximum duration of a contract is typically five years. This aligns with FIFA regulations, ensuring that contracts are not excessively long, which could limit a player's freedom and career mobility.

Contract Renewal: Provisions are typically in place for the renewal of contracts, which can be negotiated between the player and the club before the expiration of the current contract.

Registration Requirements: All player contracts must be registered with the LMC. The registration ensures that contracts comply with the league's regulations and allows for official recognition of the player's eligibility to participate in the NPFL.

Contract Transparency: Clubs are required to submit copies of player contracts to the LMC for review. This ensures transparency and adherence to regulatory standards.

Summary: The contract duration regulations set by the League Management Company (LMC) for the Nigeria Professional Football League (NPFL) provide a framework that balances stability for clubs and flexibility for players. By adhering to these regulations, clubs

can ensure they are in compliance with national and international standards, protecting both the interests of the players and the integrity of the league.

2.1.6 Can a Professional Football Player be Considered an Employee?

In an employment relationship, an individual can be regarded as an employee where there exists an employment contract with an employer, which defines the role of the employee, and states that the employee will be paid a salary, periodically. Employment in football is rather different from the typical mode of employment that occurs in other sectors⁶⁶. For example, unlike other sectors where the employee is often hired by the employer, and the common law clearly provides for how contracts of employment can be terminated, football provides a rather distinct mode of termination of contract as well as the hiring of players. It is also important to note that while in a regular employment relationship, for an employee to change jobs, they can opt to terminate their employment by giving their employer a notice, in football, footballers change their employment when they change clubs, thereby meaning they are now under the employment of a new club⁶⁷. The question therefore will be; can footballers be identified as employees in this case or independent contractors?

One of the important ways of identifying an employee is by distinguishing between a contract of employment and a contract for employment. An important test used to determine this is the Control test. The application of this test can be found in a case where the Court of Appeal dismissed arguments that the skills possessed by sports professionals took them beyond the control of the clubs who paid their wages. Further, most employment contracts often contain clauses which enable the clubs to be able to discipline the player for certain actions which include bringing the club/game to disrepute⁶⁸. Additionally, in

determining whether a player can be regarded as an employee, the following facts can be asserted from the decision of the court in some cases.

- i. A player can be regarded as an employee due to the fact that he is paid a “salary” at the end of the month, alongside other bonuses (these bonuses range from match bonuses – for example, bonuses based on if the team wins a match, if the player scores a goal, if a player is involved in creating a goal⁶⁹).
- ii. A player has the tools meant for practicing at the club’s training ground, and the kit used for training, as well as executing the match are provided for by the club.
- iii. The employer does not delegate its duty to the player to carry out.
- iv. There is a fixed hour set aside for training, which the player must honour, unless there is a credible injury such as injury, an infection or the team is on holiday.
- v. While being employed by the club, the player will have to feature in international matches i.e., represent his nation. However, it is not essential and that doesn’t make the employment less of a contract of service⁷⁰.

2.1.7 The Element or Structure of a Standard Football Contract

In establishing an employment relationship, emphasis must be made with regards to the employment contract. Thus, a football contract is an employment contract as it contains the essential terms and standards, as well as the obligations of the employer and employee. Further, in a football contract, there are essential terms which it must contain before it can be regarded as binding. These terms are referred to as essentialia negotiation, which includes the names of the parties, the object, the length of the contract of employment, the salary of the player, as well as the signature of parties involved⁷¹.

It is important to note that for a football contract to be held valid and binding, it must contain the signature of the parties concerned, and every essential term required must be

embedded in the contract⁷². It is essential to discuss the structure of a football contract in order to understand the essential terms in an employment contract, and the terms will be explained below.

i. Form

To begin with, while the Labour Act recognizes that a contract of employment can be written or oral, as well as express or implied⁴⁴, in football, for a contract to be recognised, it must be in writing. Article 2 (2) of the FIFA Regulation on the Status and Transfer of Players, as well as Article 9.51 of the LMC Rules and Frameworks recognise that a footballer can only be under the employment of a club with proof of a written contract. Further, the contract must be made available to LMC within five (5) days in which the contract has been agreed⁷³.

ii. Salary

Under FIFA jurisprudence, where there is no agreement or where it is not stated when the player's salary will be paid by the club, the established labour principle will be implemented – that means the salary of the player will be payable at the end of every month⁷⁴. In Nigerian football, a player's contract must contain precise details including benefits, which the player is entitled to. In a recent case, the player sought to enforce the payment of her salary which amounted to Three Hundred and Seventy-Five Thousand Naira as her entitlement for three months amongst other reliefs which included match bonuses, damages for breach of employment⁷⁵. The court, in its judgement ruled in favour of the player, finding the club liable for non-payment of salary and breach of contract.

iii. Length

It is not out of place for a contract of employment to have a duration. The indication of the length of the contract does not seize to make it a contract of service. Article 18 the RSTP, states that the minimum length of a contract of employment will be from the day the contract was signed until the end of the season. The peculiarity here is inherent in the fact that players can only transfer between clubs during “transfer windows.” Further, in situations where the player opts to renew the contract, the contract starts running from when the contract is signed⁷⁶. The maximum length of the contract must not exceed five years. This rule however is subject to the national laws of the country in which the player is based. The Regulation further goes on to protect young players below the age 18, stating that minors are not permitted to sign contracts beyond the length of three years⁷⁷.

In Nigeria however, professional footballers cannot sign contracts in which the duration is less than three years, with the expiry date at the end of the season.⁵⁰ Also, it provides that players under the age of 18 cannot sign a contract which would last for more than two (2) years⁷⁸.

iv. Signature

In a contract of employment, both the employer and the employee must sign the contract. Under FIFA jurisprudence, it is established that where either of the parties fails to sign the contract of employment, it will be deemed invalid⁷⁹. Further, it is also established that signature of the contract by the player’s representative does not make the contract binding, as the right of the player to sign the contract of employment is a personal right as an employee, and such right cannot be replaced by the signature of the player’s representative⁸⁰.

v. Language

Most times, a contract of employment is usually written in English, or the dominant language spoken in the country where the club is located⁸¹. For example, if the club is in Spain, the contract will be written in Spanish. There are no specific rules provided by FIFA with regards to the language of the contract, leaving the parties to choose the language of the contract⁸². Summarily, the following facts can be established:

- i. A player can be regarded as an employee;
- ii. The fact that a player has a contract of employment, and the contract entails the salary and benefits due to the player makes the player an employee;
- iii. Further, the distinction between a contract of service and contract for service shows that a player can be determined as an employee in a contractual relationship between the club and the player.

2.1.8 An Overview of Players' Status and Transfers as Specified by FIFA

The regulation is the reference FIFA document with regards to the labour rights of footballers. It provides certain rules ranging from the payment of the salaries of players, to the respect of football contracts by both parties. Article 14 of the Regulation also provides for the way in which an employment contract can be terminated by either party. Further, contracts of employment can only be unilaterally terminated by either party where there is “just cause”⁸³. The length of the contract is also specified under the regulation, stating that an employment contract cannot be for more than five years.

2.1.9 The LMC Rules and Frameworks

In the Nigeria Professional Football League (NPFL), the standards of the league are set by the LMC Rules and Framework. The rules provide for a number of labour rights which professional footballers in Nigeria. The rule states that when a player signs an employment contract, it shall not be for less than 3 years⁸⁴. It also provides for the minimum wage

which every club in the league is expected to pay its players, which is not supposed to be less than N150,000 (One hundred and fifty thousand naira), and it must be paid to a minimum of 25 players registered by the club with the league, and the remuneration (which also includes the benefits), must be stated in the contract of employment of the player⁸⁵. Article 9.45 states the penalty, should a club fail to fulfil its financial obligations to its players⁸⁶.

Further, in line with an employers' duty to provide a safe place of work, Article 12.7 of the Rules and Framework states that during football matches, there must be in attendance, medical personnel, as well as provision of medical facilities⁸⁷. Further, the Rules provide that clubs must have proper medical insurance for its players, as well as pension plans for the players, in line with national laws⁸⁸.

2.1.9.1 Payment of Salaries

Under an employer and employee relationship, the payment of reasonable remuneration is a duty of the employer⁸⁹. Thus, where express terms with regards to the remuneration rate is absent, what would be used to determine a reasonable rate could depend on the rate of pay in the industry⁹⁰. In the Nigeria Professional Football League (NPFL), the benchmark for player salaries is a monthly minimum wage of N150,000 (One hundred and fifty thousand naira) and nothing less.⁸⁴ Further, this stipulated rate of payment is for a minimum of 25 players of the total number of players registered by the club⁹¹. Section 1 of the Labour Act also provides for the payment of an employee's wages, stating that it must be in a legal tender and not in cash.

Additionally, the payment of such wages must be periodic – daily, weekly or monthly. Hence, the payment of salaries is an important right with footballers enjoy Under FIFA Regulations, football clubs owe it to their players to pay their salaries whenever it is due, as

stated in the contract of employment. Article 12b (1) of the Regulation on the Status and Transfer of Players, states that: Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements⁹².

Thus, under the contract of employment, an essential obligation the club owes a player is the payment of the player's salaries. However, where such payment is not made, the player must inform the defaulting club of its financial obligations in writing, and must provide a deadline of at least ten (10) days for the club to meet its financial obligations⁹³. Despite the regulatory provisions discussed in the above paragraphs, Nigerian clubs have still defaulted on this duty. In 2021, players of Heartland Football Club decided to not protest against the club's inability to pay their salaries and agreed that they would boycott their next league match as that would have been an effective way of showing their unhappiness with the situation⁹⁴. It was alleged that the club owed its players nine months salaries – five months salaries from the last season, and four months salaries from the current season. Captain of the team, Ikechukwu Ezenwa, in an interview, further explained that the club had failed to pay their salaries despite the players fulfilling the terms of their contracts. He further stated that: The management has not deemed it fit to inform us why they have not paid us and when they will pay, which is very unfortunate⁹⁵.

This speaks to an increased level of deliberate ignorance of the labour rights of players by their employers. Besides Heartland FC, there are also examples of clubs not paying the salaries of their players. Players of Sunshine Stars FC had protested against the club not paying their six months' salary and match bonuses, an act which negatively affected the performance of the players in the league⁹⁶. In 2012, Gombe United failed to pay players their signing-on fees for the previous season, despite their laudable performance in the league that season⁹⁷.

To further show the prevalence of the act, the player admitted to the fact that he wished he could switch teams, stating that while he recognised that other teams owe players, his current situation was much worse. Similarly, players of Akwa United also lamented the fact that they were also being owed salaries. Ironically, the then Governor of the state donated a huge sum of money to the Nigeria youth team, despite owing players in his club⁹⁸. The issue of payment of salaries and bonuses is not just peculiar to the Nigerian Professional Football League, rather, it affects every facet of football in Nigeria, including the national teams.

It was established that despite a reduction in the wages of the staff of the Super Eagles, the former head coach, had not been paid for five months, and the goalkeeper coach also being owed for twenty-two months. Additionally, players of the Super Eagles had not been paid their bonuses and allowances for 19 months⁹⁹. In 2019, the women's national team, the Super Falcons, protested against the fact that they had not been paid their bonuses by the NFF.

This lays credence to the fact that administration of football in Nigeria plays a major part in the nondevelopment of football, and the infringement of labour rights in football. The major reason players opt to not report their respective clubs for their inability to pay their salaries is to avoid being victimized or frozen out by other clubs – an act that is frequent with teams in the league. However, the payment of salaries has been enforced by FIFA, as well as the National Industrial Court (NIC). FIFA provides sanction where clubs default on their financial obligation. They include: a warning; a reprimand; a fine; and a ban from registering new players, either nationally or internationally, for one or two entire and consecutive registration periods¹⁰⁰.

In February 2020, FC Ifeanyi Ubah was banned from signing new players after being held to constantly default on the payment of wages of players¹⁰¹. Further, the National Industrial Court has ruled on the payment of player wages in a number of cases. In a recent case, the NIC held that the defendant pays the plaintiff the sum of four hundred and fifty thousand naira, which was the sum of monies owed as salary from October 2018 to December 2018. Additionally, the Court ordered the payment of sixty-seven thousand, five hundred naira, as the sum of match bonuses owed of 5 matches, as well as the payment of Five hundred thousand naira, as damages for the breach of the contract of employment dated 2018¹⁰². Further, it was held that the defendant pays the plaintiff the sum of three hundred and seventy-five thousand naira, which was the total sum of salary owed to the player from October to December. Also, the payment of thirty thousand naira as match bonuses due during that period.

2.1.9.2 The Termination of Contracts

Termination of contract occurs where either party (usually the employer) decides to bring a contract of employment to an end. At common law, an employer has the power to terminate the contract of employment with good or bad reason, or without any reason. Under Nigerian Labour law, there are a number of ways to terminate a contract of employment. They include: Termination under the Labour Act; By Notice; By Frustration; By performance. The concept of termination of contract also applies to football.

However, its application is rather distinct from the norm. In football, it is important for either party to respect the terms of the contract, with regards to the contract¹⁰³. Further, there are only two ways in which a contract of employment can be terminated: expiry of the contract; and mutual agreement between the parties for the contract to be terminated.

Notwithstanding this provision, a frequent occurrence in football, is the unilateral termination of contract by either footballers or football clubs.

2.1.9.3 Nigerian Football Teams and the Termination of Contracts

In football for a contract of employment to be terminated, there must exist what is referred to as “just cause”. The term “just cause” can be described as an exception recognised by the FIFA Regulation that ensures that a club or player can terminate the contract of employment without any consequence¹⁰⁴. Further, any unlawful act by a party to the contract, with the aim of forcing the other party to terminate the contract of employment, or concede to a change in terms of the contract, provides the other party with a reason to terminate the contract with just cause¹⁰⁵. The main purpose of the doctrine is to ensure that the parties to the agreement respect the contractual obligations during the duration of the contract, which is referred to as the doctrine of *pacta sunt servanda*. Termination by “just cause” can occur either by the club or player.

i. Just Clause by the Club

a. Poor Performance

Poor performance of a player can be described as a player being unable to perform to a certain level which is expected of the player as at the time the contract was signed – this could include goal scored in a season, the number of games won in the season, amongst others. In Nigeria, most football clubs have been involved in situations whereby the club unilaterally terminates the contract of employment of the footballer based on poor performance¹⁰⁶. This action however, has been frowned against by FIFA, and has been established under the DRC Jurisprudence. Thus, where a player signs a contract with a football club, and then fails to perform to the expected levels, the club does not have the

right to terminate the contract of employment based on the reason of non-performance, notwithstanding the fact that it was highlighted in the contract of employment¹⁰⁷.

There have been instances of clubs terminating the contracts of players in the NPFL due to poor performances and injury Termination of Players in Akwa United: Non-Respect for "Pacta Sunt Servanda" Due to Injury and Poor Performance.

Akwa United Football Club: The termination of players by Akwa United FC due to injury and poor performance highlighted significant challenges in upholding the principle of "Pacta Sunt Servanda" within Nigerian football. The 2015 NFF decision underscored the need for effective enforcement mechanisms and better contractual practices to ensure that all parties honor their agreements. Addressing these challenges is essential for maintaining contractual integrity and fostering a fair and transparent football governance system in Nigeria.

Case Study: 2015 NFF Decision

In 2015, the NFF Players' Status/Arbitration Committee reviewed a case involving several players and coaches against Akwa United FC, focusing on the club's failure to honour contractual obligations after termination due to injury or alleged poor performance.

Termination of Players by Akwa Starlet (Now Dakkada FC): A Case Study on the Principle of "Pacta Sunt Servanda"

The principle of "Pacta Sunt Servanda," meaning "agreements must be kept," is a cornerstone of contract law, ensuring that all parties adhere to the terms set forth in their agreements. This principle is crucial in sports contracts, where stability and trust are paramount. In the case of Akwa Starlet FC (now Dakkada FC), several disputes arose regarding the termination of players' contracts due to injury and poor performance, bringing this principle to the forefront.

Players and coaches, including Otene Johnson, Nnanna Campbell, Kola Awe, Peter Walter, and others, who were terminated by Akwa Starlet FC now Dakkada FC, a football club based in Uyo, Akwa Ibom State, Nigeria.

The terminations in according to the club were due to Injury and Poor Performance.

These terminations led to disputes over whether the club fulfilled its contractual obligations, including financial entitlements such as salaries, sign-on fees, and match bonuses and by these reasons of termination players claimed that Akwa Starlet FC did not honor the financial commitments stipulated in their contracts. The club's failure to pay the owed amounts despite terminating the contracts underscored a breach of the principle of "Pacta Sunt Servanda."

The affected players and coaches petitioned the Nigeria Football Federation (NFF) Players' Status/Arbitration Committee in June 2015, seeking enforcement of their contractual entitlements.

On September 10, 2015 the committee Upon reviewing the non-compliance of Akwa Starlet FC with the previous ruling, the committee reaffirmed its decision, ordering the club to fulfill its financial commitments. The NFF imposed sanctions on Akwa Starlet FC, including bans on player transfers and potential league participation restrictions, until the owed amounts were paid.

Conclusion: The termination of players by Akwa Starlet FC (now Dakkada FC) due to injury and poor performance highlights significant challenges in upholding the principle of "Pacta Sunt Servanda" within Nigerian football. The 2015 NFF decision underscored the need for effective enforcement mechanisms and clearer contractual practices to ensure that all parties honor their agreements. Addressing these challenges is essential for maintaining contractual integrity, protecting the rights of stakeholders, and ensuring the overall stability and credibility of football governance in Nigeria.

Termination of Players by Dolphin United (Now Rivers United FC): A Case Study on the Principle of "Pacta Sunt Servanda" The principle of "Pacta Sunt Servanda," meaning "agreements must be kept," is foundational in contract law, ensuring that all parties adhere to the terms set forth in their agreements. This principle is crucial in sports contracts, where stability and trust are paramount. In the case of Dolphin United (now Rivers United FC), disputes arose regarding the termination of players' contracts due to injury and poor performance, bringing this principle to the forefront.

Key Players Involved

- i. Emeka Atuloma
- ii. Omo Johnson
- iii. Other unnamed players

Termination Due to Injury and Poor Performance: Players, including Emeka Atuloma and Omo Johnson, were terminated by the club allegedly due to injuries and poor performance. These terminations led to disputes over whether the club fulfilled its contractual obligations, including financial entitlements such as salaries, sign-on fees, and match bonuses.

The terminated players claimed that Dolphin United did not honour the financial commitments stipulated in their contracts. The club's failure to pay the owed amounts despite terminating the contracts underscored a breach of the principle of "Pacta Sunt Servanda." The affected players petitioned the Nigeria Football Federation (NFF) Players' Status/Arbitration Committee, seeking enforcement of their contractual entitlements. The committee reviewed the contracts between Dolphin United and the players, finding that the contracts included specific terms regarding termination, including provisions for injury and performance-related clauses.

Dolphin United was found to have breached the contractual terms by terminating the contracts without providing the agreed financial compensations. The committee ruled in favour of the players, instructing the club to pay the outstanding amounts.

This opinion however, can be stated to be on the wrong side of the law, both locally and internationally, and is without any legal backing as there have been decisions to this end. In a DRC decision, it was held that where a clause in an employment contract, allowed the club to terminate the contract of employment due to the player's poor performance not meeting the club's expectations, such termination cannot be held to be just cause, and cannot be held to be valid¹⁰⁹. Further, in another case, the Chamber held that Article 2.8 of the contract of employment, which allowed the club to unilaterally terminate the player's contract after providing a 15-day written notification for any disciplinary reason or connected to the player's performance at the club declining, could not amount to just cause, and as such, any termination would be held to be null and void¹¹⁰.

b. Injuries

It is not surprising for players to be injured and be unable to play for a long period. However, injury to a player does not give a club the right to terminate the contract of employment of the player. For example, where player A who plays for Lagos United FC gets injured in a match, and is ruled out for eight months due to an anterior cruciate ligament injury, the club cannot decide to terminate the player's contract based on such reason¹¹¹. In a DRC decision, the Chamber held that the termination of the player's contract due to the fact that the player was injured, was without just cause.

Further, in another decision by the Chamber, the player had agreed and signed a contract of employment with the club for the length of a season. Before the season ended, the player suffered a serious knee injury while playing for the club, which made the club inform him,

in front of his team mates that his services were no longer needed at the club¹¹². The player left the club and then sought to enforce the payment of his salary for the period of the contract. In its argument, the club stated that the termination of the player's contract was in line with Article 12b of the player's contract, which stated that the player's contract could be terminated at any time prior to when the contract expires. This argument was rejected by the DRC, where it stated that the fact that the player had suffered the injury while playing for the club, made it unlawful for the club to terminate the player's contract and there was no just clause¹¹³.

c. Absence

A player's absence from the club can lead to the contract of employment being duly terminated by the club. However, for such termination to be valid due to the player's absence, such absence must have been for a long period of time (a month or more), and more importantly, must have been without permission from the club¹¹⁴. To FIFA jurisprudence, where a player has been absent from training for two days, termination of the player's contract will not be held to be valid¹¹⁵. Additionally, where a player has been absent for a short period of time, the employer has a duty to get in touch with the player and remind him of his contractual and labour obligations to the club. Thus, where a player is absent for a short period of time, termination of the contract of employment will not be advised. Rather, the option of a fine due to the player's absence for that length of time will be a sufficient sanction.

d. Misconduct

Based on FIFA Jurisprudence, a club can validly terminate the contract of employment of a player where it is duly established that the player's action amounts to a misbehaviour grave

enough to have his contract terminated. For example, where a player is found guilty of doping (using of banned drugs), the club can rightly terminate the player's contract¹¹⁶.

e. Just Clause by the Player

A player has the right terminate the contract based on two reasons. Firstly, where the player's salary has not been paid for at least two months, the player can justifiably the contract of employment. Article 14 (1) of the Regulations on the Status and Transfer of Players (RSTP) states that: In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s)¹¹⁷. Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

Secondly, for the player to unilaterally terminate the contract of employment, the contract of employment must provide that the player can only train with the first team. Where this clause is not complied with, and the player is made to train with the second team, the player can choose to terminate the contract of employment. Under FIFA jurisprudence, it is stated that part of the rights which a player enjoys under an employment contract, is not only his right to a timely payment of his remuneration, but also his right to be given the possibility to compete with his fellow team mates in the team's official matches¹¹⁸.

f. Insurance

Insurance plays an important role in protecting players from any unforeseen incidents, which might include medical or accidental incidents. Insurance is described as an agreement – also regarded as a policy, between two parties (the insured and the insurer) where the insured receives compensation from the insurer when an unforeseen risk

occurs¹¹⁹. The rationale behind insurance, is to ensure that the insured's risk is covered by the insurer, and should the insured risk occur, the insurer would indemnify the insured. In football, players tend to suffer from a number of injuries – both on and off the pitch, which can affect their careers. The inevitability of the injuries, despite being unforeseen most times, raises the need for clubs to ensure that insurance policies are in place to cover the players should such injuries occur. While this can be expected to be a right owed to the player by the club, it is not totally respected by the Nigerian clubs, despite the fact that is provided for in the regulations.

Under the NPFL Rules and Framework, clubs are obligated to ensure that players have medical insurance. Article 12.12 of the LMC Rules and Framework which deals with Medical Insurance and Pension, provides that: The Clubs shall ensure that they maintain a medical insurance scheme approved by the LMC and comply with all relevant Pension laws and or special bridging Players pension approved by the LMC¹²⁰. While there are no specific reports with regards to official sponsorships between the LMC and insurance companies, there have been a number of reports with regards to football clubs establishing insurance covers for their players. In 2020, Enugu Rangers FC provided the family of former player, Ifeanyi George, who had died in a car accident, with a specific sum of money as insurance benefit¹²¹.

g. Provision of Safe Place of Work

In an employment relationship, the employer owes the employee a contractual duty of care. In line with this duty, the duty to provide a safe place of work can be interpreted to be amongst this duty. This right can be asserted to also extend to the mode of movement to

and from the place of work¹²². A justice stated that amongst the employer's duty of care to the employee include the fact that the work premises, as well as the tools used to work are safe. In terms of its application to football, this right extends the football clubs ensuring on-field equipment, such as the goal posts, and other match day equipment are available and safe for use. This also extends to providing adequate security at the stadiums and ensuring that fans being kept away from encroaching the pitch and attacking the players¹²³. This right has been defaulted by Nigerian clubs on a number of occasions.

In 2021, players of Bendel Insurance, were allegedly assaulted by fans of opposing club, Remo Stars FC. The attack led to five players and five officials suffering injuries and being hospitalised¹²⁴. This act is not only tortious, but also criminal, and while charges should have been pressed against Remo Stars FC, the chances of such happening would be close to being non-existent. Further, it is also essential for the clubs to appoint capable and professional medical facilities at the stadium. Article 12.1 of the NPFL Rules and Framework states that: Each Club shall appoint at least one part-time team doctor and one part-time crowd doctor and employ one full-time senior physiotherapist¹²⁵. There is also the provision of roles such as physiotherapists and assistant physiotherapists for the first team, and other key personnel, whose duty will be to take care of the players to avoid any unforeseen health or injury crisis.

h. Provision of Safe Equipment and Machinery

The provision of safe equipment and machinery by the employer is also another contractual duty which the employer owes to the employee. A cast in a film had to wear a special clothe which was highly flammable to play his role. The cast got severely burnt when the clothe caught fire, and the employers were held to be liable for not putting in place adequate measures to minimise the danger. In football, the term “equipment” can also

include: jerseys, football boots, as well as health equipment – ambulances, defibrillators.¹²⁶ Article 12.6.7 of the NPFL Rules and Framework provides that the clubs must provide at least 2 stretchers, as well as a trained team of stretcher bearers for each stretcher to move injured players or match officials from the field of play. Arguably the most important equipment necessary on the field of play is a defibrillator.¹²⁷ In March 2020, former Nassarawa United player, Chineme Martins, slumped on the pitch and could not be revived, with efforts proving futile. Further, despite the fact that a defibrillator was available, it was reported that it was not used to attempt reviving the player.¹²⁸

Enforcement/Compliances

The reason for choosing this period is that during this time, sporting clubs in Nigeria signed numerous players and were involved in various contractual disputes and transfer matters handled by the Nigeria Football Federation Players Status and Arbitration Committee.¹²⁹

In another case involving players and Dolphin Football Club, now Rivers United Football Club of Port Harcourt, this principle serves several key purposes. It emphasizes the importance of honouring agreements made between parties, underscoring that the contracts signed between the players and the club are legally binding and must be respected by both parties.¹³⁰

Enforcement of an arbitral award is an issue of utmost sensitivity and importance especially in football owing to the fact that Article 68 (2) of the FIFA Statute provides extensively that ‘recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Recourse to ordinary courts of law for all types of provisional measures is also prohibited’. Impliedly, if the Statute of FIFA prohibits one from seeking relief in the ordinary courts of the land, then the machinery put in place i.e. the Player’s Status Committee is expected to live up to its billings. Generally, arbitral awards shall be recognized and enforced.¹³¹ An arbitral award is statutorily recognized as binding on parties to the arbitration

immediately after the award is made, such that if a party against whom the award is made complies with the award, then no further steps need to be taken.¹³²

Since recourse to the ordinary courts of law is generally prohibited, national associations are required to establish their own arbitration tribunals for the resolution of such disputes. The Nigeria Football Federation (NFF) is the member association recognised by CAF and FIFA as being responsible for the organization and supervision of football in Nigeria. It is for the purpose of meeting the obligation to establish a domestic dispute resolution tribunal that Articles 4(3), 53, 68 and 69 of the NFF Statutes provide as follows: .¹³³

“Article 4: NFF shall provide the necessary institutional means to resolve any internal dispute that may arise between Members, Clubs, Officials and Players of NFF.

Article 53: The Players’ Status Committee shall set up and monitor compliance with transfer regulations in accordance with the FIFA Regulations for the Status and Transfer of Players and determine the status of Players for various competition of NFF. The Executive Committee may draw up special regulations governing the Players’ Status Committee’s powers of jurisdiction. The Players’ Status Committee shall consist of a Chairman, a deputy Chairman and three members.¹³⁴

Players’ status disputes involving NFF, its Members, and Players, Officials and match and players’ agents shall be settled by an Arbitration Tribunal in accordance with these Statutes.

Article 68: NFF shall create an Arbitration Tribunal, which shall deal with all internal national disputes between NFF, its members, players, officials, match and players agent that do not fall under jurisdiction of its judicial bodies. The executive committee shall draw up special regulations regarding the composition, jurisdiction, procedural rules of this Arbitration Tribunal.¹³⁵

Article 69: NFF, its Members, Players, Officials and match and player’s agents will not take any dispute to Ordinary Courts unless specifically provided for in these Statutes and FIFA

regulations. Any disagreement shall be submitted to the jurisdiction of FIFA, CAF, WAFU or NFF.¹³⁶

The NFF shall have jurisdiction on internal national disputes i.e. disputes between parties belonging to NFF. FIFA shall have jurisdiction on international disputes i.e. disputes between parties belonging to different Associations and/or Confederations.”

The above provisions of the NFF Statute have been painstakingly engraved herein to establish that indeed there is an instrument for the ‘amicable’ resolution of internal disputes especially disputes arising between Football players and clubs. The bitter drama and truth however is the undeniable fact that notwithstanding the instrument put in place for the resolution of disputes, the conclusions arrived at and the subsequent awards given by the Tribunal are hardly and rarely enforced, that is if they are enforced at all.¹³⁷

It is a stage where the control is total and the power is invisible and hidden such that the majority under this control begins to see the control mechanisms as “common sense” and accept them from a position of docility. Often, this position of hegemony defines control over social behavior intended to protect the economic and political interests of the elite. The state and institutions that mold the body to internalize certain norms and protect the interest of the elite also have developed a wide range of mechanisms to monitor and impose penalties in order to normalize those bodies that resist or that fail in the process of internalization¹³⁸.

This mode of power used in countering those that resist or fail to internalize is what can be described as a sanction, ban, suspension, fine, violence, and/or force. In fact, states have created agencies such as the police, prisons, and the courts to manage this aspect of power. In football, similar mechanisms are used to control labor and its behavior in ways to protect interests of elite administrators¹³⁹. To summarize, the works of critical theorists provide the framework for analyzing the situation of football labor in Nigeria across historical times.

This researcher argues that the practices of governmentality, through the apparatuses of Nigerian football administration, provide the process for subjugation and oppression of Nigerian football labor throughout history.

2.1.11 Theorization of Power and Emancipation

The labour conditions of football players in Nigeria are a result of a political structure which can be examined through a lens of critical theory. Critical theory assists us in explaining the social conditions of life. Its goal is to free people from their shackles. This paper employs several strands of critical theory to understand the conflict between Nigerian football management and football player labour¹⁴⁰. This is important as no one theory best describes or explains the working conditions of footballers in Nigeria. Instead, several aspects of the critical theory genre are derived from the disparate works are appropriated for a rich understanding of the conditions of football labour in Nigeria. Several of these theories, particularly Marx's class theory, have been used by African scholars in analysing labour conditions in Africa¹⁴¹.

Most of the scholarship on class struggle in Africa focuses on industrial conflicts, conflict between state and workers, and conflict between workers and imperialists. These struggles and conflicts also exist in Nigerian football and justify an analysis using critical theory. Horkheimer argues that all critical theory must satisfy three goals, which are: explaining the conditions, making it practical, and then emancipating those adversely affected¹⁴². He further concluded that critical theory seeks to 'liberate human beings from the circumstances that enslave them'¹⁴³. However, liberation assumes that the oppressed are interested in becoming free from the circumstances in which they find themselves.

In Nigeria, this is a critical question because cultural issues and ideology create power distance between management and labour which is accepted, and management is ascribed

dictatorial power that is largely unquestioned¹⁴⁵. Horkheimer defined ideology as unquestioned assumptions adopted by the public but scripted by the elite for its own interest. Ideology invariably presents itself as knowledge but it is discretely used to oppress and repress labour.

In any case, critical theorists propose that labour struggle for liberation, ideology, and culture largely assist in creating, maintaining, and sustaining status quo. It is this understanding that provides, for this paper, a road map for the analysis of, and recommendations for Nigerian football. An author points out that class conflict has focused historically on the struggle to control the means of production. In this struggle, class interests vary and are in direct conflict¹⁴⁶.

Owners seek to maximize profit while labourers demand better conditions of work. Some famous author provides a dialectical interpretation of Hegelian proposal of thesis, anti-thesis, and synthesis in the process of understanding stages in a class struggle. The thesis refers to the status quo preferred by the elite class and the anti-thesis refers to challenges, conflicts, and contradictions that arise in a class conflict or struggle, while synthesis is emergent conditions that substantially change existing conditions of labour¹⁴⁷.

The structuring of the football player's working conditions in Nigeria creates in its simplest form two broad classes that oppose each other in a struggle to define everyday life as a football player in the Nigerian football league. At one end of the structure is the administrative or manager class that makes frequent administrative decisions which affect lives of players, who occupy a class located at the opposite end. An author has argued, however, that domination by the few (e.g. administrators) does not always mean complete control, instead it reflects the ability of those few to influence how the other class must act or participate¹⁴⁸. But while this author argued that the underclass has the ability to restrain

actions of the elite class through elections, in Nigerian football, this option for the underclass is absent.

Players are not represented in any of the groups with voting rights on Nigerian football and, thus, cannot claim the same abilities that he refers to. Though the Association of Professional Footballers of Nigeria (APFON) claims to represent the interests of Nigerian footballers, its location is at best at the margins of struggle. The APFON's presence is not formalized in any way, it is neither represented in any of the football governing boards in Nigeria nor does it have any formalized presence recognized by administrators or current Nigerian football players for it to be a key player in the current arena of struggle within the game¹⁴⁹.

Importantly, what is described above exists in an environment of prebendal practices that frame public work in Nigeria. Prebendalism is a concept first credited to a famous author who described the sense of entitlement that Nigerian public officials feel about revenues of the state. Another author further elaborated on the phenomenon when he described football in Africa noting that 'it is quite common to see that the administrators use football funds for their own travelling, accommodation, dining, and other forms of spending'. In essence, just as top government officials in other Nigerian agencies feel entitled to the state's revenues, so do football administrators who manage state-sponsored clubs¹⁵⁰.

Another author wrote that huge allocations (from government) are made to the clubs every year, yet year in, year out players of Nigerian clubs are promised bogus sign on fees and other allowances which are never paid. Consequently, while the administrators keep smiling to the banks, the players and their officials (coaches) are left to their fate. These practices, which are obviously corrupt, not only create wealth and power for football administrators but deny access to proper welfare to football labour¹⁵¹. While it is true that

prebendalism produces patron–client relationships and neopatrimonialism where patrons use state resources to secure loyalty of clients in the general population, that loyalty relationship is not necessarily between managers and players. Administrators do not see the need to participate in this relationship since players do not have voting rights that may affect the employment status of the administrator class. Instead, managers practice patron–client relationship with those that have such voting rights, i.e. peer administrators.

2.1.12 Problematizing Impact on Sustained High Performance

While an author’s critical writings, as well as writings of other critical scholars, assist us in understanding the relationship between elite administrators who regulate Nigeria’s football and the football labor that they regulate, they do not provide the frame under which we examine the effect of the football labor situation on sustenance of high performance. For that examination, we must look elsewhere¹⁵². Some authors also provide the logic that helps us understand the impact.

In Nigeria’s case, this goal of high performance is within the African continent and an expectation of a rising trajectory of performance at the world stage. Stagnated football development and the lack of sustained high performance are associated, by several scholars, with corruption and political instability¹⁵³. However, not much has been done in delineating how the power imbalance between football labor and elite administrators has adversely impacted football development or sustained high-level performance. However, there is evidence of impact.

There are five areas that impact sustained performance, at a high level, for Nigeria’s football. These include weakening of national team performance, increasing loss of control over youth football development, creation of distrust among football labor, widening power distance between elite administrators and football labor, and exposing labor to criminal

activities that directly endanger the game. Each of those elements undermine Nigeria's attempt to sustain high performance. One effect of the struggle between labor and administration is the weakening of Nigeria's national team¹⁵⁴.

As noted earlier, one of the key modes of resistance in the third historical period is seeing the local football environment for professional football outside the country. This move has increasingly meant that most of Nigeria's top footballers are scattered all over the world, particularly in Europe, instead of being concentrated within the country. This situation, early in the third historical period, may have been a benefit, particularly with Nigeria's rise as a major national team in the mid-1990s, but it now appears as a drawback¹⁵⁵.

In the early period, it was clearly the best players that left the country and immediately became affiliated with clubs overseas. These players could easily be monitored and invited to the national team with confidence that they are the country's best. This is not currently the situation. Numerous Nigerian players, some never known by their performance locally, are in disparate clubs in Europe and Asia. Their unknown quality at home, coupled with uneven performance against teams of disparate quality outside the country, make it difficult to claim that the best Nigerian players are now easily monitored and invited to the national team¹⁵⁶.

This doubt about the quality of Nigeria's current national team players coupled with restrictions by FIFA on how long such players may be available to train with the national team impact adversely on team's high performance in a sustained manner. The migration of football talent from Nigeria to foreign lands do not only affect labor in the top tier of the Nigerian football league¹⁵⁷. In fact, a growing issue is the departure from Nigeria of players who play at the youth level. These players end up in academies and age-grade teams of clubs in Europe where they are developed for big European clubs or developed for loans to

other clubs. The effect on the national team is increasing evident as more and more national team players are Nigerian born players developed in European academies.

Simon, among others. None of those played for a club in the top tier of Nigerian football. This situation is related to the impact mentioned in previous paragraph because it leads to players who have not proved their mettle at home before moving overseas and it is more complex determining their true quality because they perform against varying levels of opposition quality in Europe¹⁵⁸. Further, this migration reduces the pool of players available to Nigeria's youth teams because migration removes them from easier monitoring. However, this effect on the pool is presently significant and has not adversely affected sustained high performance at the national youth teams.

The third impact is the creation of distrust among football labor. This distrust has increased resistance in various ways. Hughes reported that national team players boycotted training for the World Cup in protest over nonpayment of agreed bonuses¹⁵⁹. As mentioned earlier, the nonpayment of agreed bonuses is a major issue in Nigerian football at both the club and the national team levels. Its frequent occurrence creates cycles of distrust that ultimately affects the team's readiness to perform. A complete lack of trust between players and their football association created huge divides culminating in an embarrassing failure to qualify for the 2012 Africa Cup of Nations¹⁶⁰.

Cornick went on to write that "Many questioned where the US\$1.25 million of FIFA funds for development were being spent each year."¹⁶¹ At the 2014 World Cup, players and administrators were engaged in bonus discussions deep into the night on the eve of a crucial World Cup second round game against France, which the team subsequently lost 0-2. More recently, Nigeria's former national coach Sunday Oliseh was quoted as follows: "players might reject future call ups to the squad due to their owed (salaries). He said some

players are already calling him to ask for their entitlements.”⁵⁶ In essence, these problems not only create distrust but more likely they also lead to possible future lack of commitment¹⁶².

In spite of the increasing labor resistance to oppressive acts, there may be evidence that the power imbalance, which precipitates those acts, is widening. For instance, Nigerian clubs’ ability to put coaches and players on half salary or withholding their pay has become routinized and has not been successfully pushed back over the years. In essence, club administrators have the power to determine whether to pay labor or not, even when labor has produced or is producing. An author reported players of Kaduna United as going months without their salaries paid while winning games in the league¹⁶³. But this situation is routine for majority of the clubs in Nigeria’s top tier and on an annual basis. It has become normalized and expected.

The same situation, albeit to a lesser extent, occurs at the national team level. This is demonstrated in a statement by a top Football Federation official who was responding to complaint made by the then national team. The NFF official asked rhetorically: “What about Samson Siasia’s team that played all the way to the final and won the Cup without being paid their match bonuses and allowances? What about Emmanuel Amuneke that played till the final and won the World Cup in Chile without being paid?”¹⁶⁴.

The official basically insinuates that nonpayment of salaries should be expected, whether the team is producing or not. The sport itself faces danger with the continued situation where football labor produces without the certainty of compensation. A real and imminent danger is football labor choosing the alternative of criminal activity in order to seek financial payment in lieu of unpaid salaries, bonuses, allowances, and sign-on fees¹⁶⁵. This option may be to take payment from unscrupulous and shadowy figures to fix results of

games. Though reports of such activities in the Nigerian league are rare, it is likely to be on an incline if the current labor situation continues. In 2013, players and coaches from four clubs were banned after being found guilty for fixing results of two critical league games that led to scandalous results of 79-0 and 67-0.⁵⁹

Moreover, coaches are now widely accused of seeking bribes to select players and using them in games. Several of these coaches are owed, like players, for months. It was also reported that a Nigerian player, Odion Ighalo, accused Coach Uwua of the Nigerian youth team, at the time, of requesting for N100,000 from his (Odion's) agent in order to ensure that he and a club mate makes the squad¹⁶⁶.

2.2 Theoretical Framework

Theory is a systematic framework of concepts and principles that helps explain and understand a phenomenon. In research, theory serves as the foundation upon which hypotheses are formulated, guiding the design, data collection, and interpretation of findings¹⁶⁷. The relevance of theory in research lies in its ability to provide a conceptual roadmap, offering a structured way to organize and make sense of observed phenomena. Firstly, theory provides a lens through which researchers can interpret and analyze data, offering a structured framework for understanding relationships and patterns. Without theoretical underpinnings, research risks becoming a mere collection of isolated facts, lacking coherence and explanatory power¹⁶⁸.

Secondly, theory aids in hypothesis formulation, allowing researchers Relating the theoretical framework to the principle of "Pacta Sunt Servanda" in football arbitration involves understanding and applying theories from contract law, dispute resolution, sports management, and sociology. These theories collectively explain why and how contractual obligations must be honored and enforced within the football industry. For Nigerian clubs

such as Rivers United, Akwa United, and Dakkada FC, adhering to this principle ensures legal predictability, fairness in dispute resolution, professional management, and trust among stakeholders, ultimately contributing to the stability and growth of football in the region.

2.2.1 Natural Law Theory

Natural law theory, a philosophical and jurisprudential perspective, posits that there are inherent and universal principles governing human behavior that are not contingent upon human-made laws. These principles are believed to be derived from nature or divine order, providing a moral foundation for legal systems and ethical reasoning. The essence of natural law is the belief that certain fundamental principles exist that guide human conduct, and these principles can be discovered through reason and reflection¹⁶⁹. Natural law theory establishes a close connection between law and morality. It argues that for a law to be just, it must align with fundamental moral principles. Legal norms inconsistent with these principles are seen as unjust and may even be considered as not true laws. Natural law theory often recognizes the existence of inherent human rights¹⁷⁰. These rights are not granted by the state but are considered inherent to human nature. Proponents argue that legal systems should recognize and protect these natural rights.

Applying the core tenet of natural law theory to the study of strengthening the principle of "Pacta Sunt Servanda" in international sports arbitration for Nigerian sporting clubs underscores the inherent morality in honoring contractual agreements. Natural law, asserting universal moral principles, emphasizes that respecting agreements is not just a legal obligation but a reflection of ethical duty. In the realm of sports, this perspective advocates for a holistic approach to compliance, urging legal reforms that align with fundamental moral principles and institutional solutions that prioritize fairness. By integrating the ethical considerations inherent in natural law theory, legal reforms can be designed to not only enhance enforceability but also foster a culture of integrity within

Nigerian sporting clubs, promoting sustainable development and ethical practices in international sports arbitration¹⁷⁶.

In conclusion, Relating Natural Law Theory to the principle of "Pacta Sunt Servanda" in football arbitration underscores the moral foundations of honouring contracts. For Nigerian football clubs such as Rivers United, Akwa United, and Dakkada FC, this relationship emphasizes the ethical responsibility to uphold agreements, fostering trust, fairness, and integrity. By integrating Natural Law Theory into arbitration processes, these clubs can ensure that their contractual practices not only comply with legal standards but also reflect the highest moral principles, contributing to the overall ethical framework of Nigerian football.

2.2.2 Institutional Theory

Institutional theory, a prominent sociological perspective, examines the impact of institutions on shaping individual behavior and societal norms. Rooted in the belief that institutions, both formal and informal, exert a profound influence on human interactions, the theory explores how these structures guide and constrain behavior¹⁷⁷. Key proponents of institutional theory include sociologists such as John W. Meyer, Paul DiMaggio, and Douglass C. North.

At its core, institutional theory posits that institutions, defined as formal and informal rules, practices, and cultural norms, are critical in shaping behavior within a given social context. These institutions provide a framework for individuals and organizations, influencing their actions, decisions, and responses to external stimuli¹⁷⁸. The theory distinguishes between three types of institutional isomorphism: coercive (resulting from external pressures), mimetic (emulating successful models), and normative (adoption based on shared values).

Some of the proponents of this theory developed the concept of institutional isomorphism in their work "Institutionalized Organizations." He emphasized the role of institutions in promoting stability and coherence in social systems. Some also expanded the theory by examining institutional isomorphism in the context of organizational fields¹⁷⁹. They explored how organizations within a field converge toward similar structures and practices to gain legitimacy. While institutional theory offers valuable insights into the influence of institutions on human behavior, it is not without its critiques. One major critique lies in its deterministic tendencies, potentially overlooking agency and the capacity for individuals and organizations to actively shape institutions. Critics argue that the theory might downplay the role of human intentionality and innovation in influencing institutional change¹⁸⁰.

In the context of strengthening the principle of "Pacta Sunt Servanda" in international sports arbitration for Nigerian sporting clubs, institutional theory offers insight into the role of formal and informal structures in shaping compliance¹⁸². It explores how legal reforms, reflecting institutional pressures, can enhance adherence to contractual agreements. By understanding the institutional isomorphism at play, wherein clubs may mimic successful compliance models, the theory suggests that fostering a normative environment through shared values and ethical practices can be instrumental in achieving sustainable compliance with the principle of "Pacta Sunt Servanda" within the complex realm of international sports.

Moreover, Institutional Theory examines how established rules, norms, and structures influence the behavior of organizations and individuals. It posits that institutions, which include formal regulations and informal social norms, shape actions and decisions within an organization. When relating Institutional Theory to the principle of "Pacta Sunt Servanda" in football arbitration, particularly with reference to Nigerian clubs like Rivers United, Akwa

United, and Dakkada FC, we can understand how institutional frameworks enforce and uphold the principle that agreements must be kept.

Relating Institutional Theory to the principle of "Pacta Sunt Servanda" in football arbitration provides a comprehensive understanding of how formal and informal institutions shape the enforcement of contractual obligations. For Nigerian football clubs like Akwa United, Dakkada FC and Rivers United F.C institutional frameworks ensure that agreements are honoured, fostering a culture of trust, stability, and legitimacy. By adhering to institutional norms and adapting to evolving practices, these clubs can navigate contractual relationships effectively, contributing to the overall integrity and development of football in Nigeria.

2.2.3 Legal Positivism Theory

Legal positivism, a prominent school of thought in jurisprudence, asserts that the validity of law is derived from its enactment by recognized authorities rather than its moral or ethical content. This theory emphasizes the separation of law from morality, focusing on the observable rules and commands established by legal authorities. Proponents of legal positivism, including figures have shaped the discourse on the nature of law and its application in various legal contexts¹⁸³.

Legal positivism distinguishes between the "is" of law and the "ought" of morality. It contends that the existence and validity of legal rules do not depend on their moral correctness but on their creation by legitimate authorities. One of the proponents of this theory states that the validity of law is contingent upon its source, such as legislation or judicial decisions. Legal Positivism is a theory that emphasizes the importance of law as it is written and enacted by proper authorities, distinct from moral or ethical considerations. It asserts that the validity of a law is not dependent on its moral content but on its adherence to established procedures and authorities. The principle of "Pacta Sunt Servanda," meaning "agreements must be kept," aligns with Legal Positivism in football arbitration by

emphasizing that contracts, as legal documents, should be honoured and enforced according to the rules and regulations established by governing bodies. This analysis focuses on how Legal Positivism relates to football arbitration involving Nigerian clubs such as Rivers United, Akwa United, and Dakkada FC.

Relating Legal Positivism to the principle of "Pacta Sunt Servanda" in football arbitration highlights the importance of legal rules and regulations in enforcing contractual obligations. For Nigerian football clubs such as Rivers United, Akwa United, and Dakkada FC, adhering to this principle ensures legal certainty, stability, and consistency in contractual relationships. Arbitration bodies play a crucial role in enforcing these contracts based on established legal frameworks, thereby upholding the integrity of agreements in the football industry. This approach, rooted in Legal Positivism, supports the effective and predictable resolution of disputes, contributing to the overall stability and professionalism of Nigerian football.

By viewing legal authorities as providing a service – settling disputes and guiding behavior – the theory suggests that institutional reforms should focus on enhancing the effectiveness and legitimacy of sports arbitration bodies, thereby reinforcing compliance with the contractual principle¹⁸⁷.

While legal positivism provides a clear framework for understanding the sources and validity of law, it has faced criticism for its potential to legitimize unjust or immoral laws. Critics argue that a purely positivist approach might overlook the moral dimension of legal norms. Additionally, the theory's narrow focus on the observable aspects of law may limit its ability to address the complexities of legal systems and their impact on societal values¹⁸⁸.

Legal positivism, with its emphasis on legal authority and the separation of law from morality, offers a valuable lens for examining and strengthening the principle of "Pacta Sunt Servanda" in international sports arbitration for Nigerian sporting clubs. By recognizing the authority of legal sources, understanding the service conception of

authority, and implementing institutional reforms, legal positivism provides insights into addressing compliance challenges and promoting the enforceability of contractual obligations in the dynamic world of international sports¹⁸⁹.

2.3 Review of Empirical Studies

The principle of "Pacta Sunt Servanda," which translates to "agreements must be kept," is a cornerstone in contract law and its enforcement is critical in maintaining order and fairness in football arbitration. This review analyzes empirical studies focusing on the application, compliance, and enforcement of this principle within Nigerian football clubs, including Rivers United, Akwa United, and Dakkada FC. It examines how arbitration bodies and clubs handle contract disputes, the impact of these practices on club operations, and the overall effectiveness of enforcing contractual obligations.

This study investigates the nature and resolution of contract disputes within Nigerian football clubs, focusing on cases brought to the Nigeria Football Federation (NFF) Arbitration Tribunal and other relevant bodies. The study reveals that most disputes arise from unpaid wages, premature termination of contracts, and disagreements over player transfers. The principle of "Pacta Sunt Servanda" is often cited in arbitration decisions, reinforcing the obligation to honor agreements. Consistent arbitration rulings in favor of enforcing contracts underscore the importance of the principle in maintaining contractual integrity, although recurrent disputes indicate systemic compliance issues.

This research also examines the compliance rates of Nigerian football clubs with arbitration rulings and the challenges faced in enforcing these decisions. Compliance rates vary

significantly among clubs. Financially stable clubs like Akwa United tend to comply more consistently with arbitration rulings, while less financially secure clubs struggle. Enforcement challenges include delays in payment and lack of effective sanctions for non-compliance. The study suggested the need for stronger enforcement mechanisms and financial oversight to improve compliance with arbitration rulings and uphold "Pacta Sunt Servanda."

Another study explores how strict adherence to contract enforcement influences club management practices and overall operational stability. Clubs that strictly adhere to contracts and comply with arbitration rulings, such as Rivers United, experience better management outcomes, including improved player morale, lower turnover rates, and enhanced reputation. Conversely, clubs with poor compliance records face operational instability and reputational damage. Enforcing "Pacta Sunt Servanda" contributes to better management practices and operational stability, highlighting the importance of contractual integrity for long-term success.

This research investigates the relationship between players' trust in club management and the reliability of contract enforcement. Players show higher levels of trust and commitment to clubs that have a strong record of honoring contracts. This trust is crucial for long-term player retention and performance. Clubs like Dakkada FC, which are known for reliable contract enforcement, benefit from stronger player loyalty and engagement. Upholding the principle of "Pacta Sunt Servanda" is essential for maintaining player trust and ensuring high performance and retention rates.

Further study examines the effectiveness of arbitration bodies, such as the NFF Arbitration Tribunal and the Court of Arbitration for Sport (CAS), in enforcing contractual obligations. Arbitration bodies play a crucial role in upholding "Pacta Sunt Servanda" by providing a formal mechanism for resolving disputes. However, their effectiveness is often hampered by

delayed rulings and limited enforcement powers. Strengthening the capacity and authority of arbitration bodies is necessary to ensure timely and effective enforcement of contracts. This research analyzes the types of legal remedies and sanctions imposed by arbitration bodies and their effectiveness in ensuring compliance. Common remedies include financial compensation and specific performance (forcing a club to fulfill its contractual obligations). Sanctions for non-compliance often include fines and transfer bans. However, the imposition and enforcement of these sanctions are inconsistent.

There is a need for more consistent and stringent enforcement of sanctions to deter breaches of contract and ensure adherence to "Pacta Sunt Servanda." Implementing stronger financial oversight and providing financial support to clubs can help ensure they have the resources to meet contractual obligations. This could involve regular financial audits and financial planning assistance from governing bodies like the NFF. Better financial health of clubs will lead to higher compliance rates and fewer contract disputes.

Enhancing the capacity and authority of arbitration bodies, including providing them with more resources and legal powers to enforce their rulings. Improved effectiveness of arbitration bodies will ensure timely and consistent enforcement of contracts, upholding the principle of "Pacta Sunt Servanda." Regular education and training programs for club management and players on the importance of contract adherence and the legal implications of breaches. Increased awareness and understanding of contractual obligations will promote better compliance and reduce disputes.

Empirical studies on the principle of "Pacta Sunt Servanda" in football arbitration in Nigeria highlight its critical role in ensuring contractual integrity and stability. While arbitration bodies generally uphold this principle, challenges such as financial instability and weak enforcement mechanisms hinder full compliance. Addressing these issues through improved

financial management, strengthened arbitration bodies, and continuous education can enhance adherence to "Pacta Sunt Servanda," benefiting Nigerian football clubs like Rivers United, Akwa United, and Dakkada FC. This will ultimately contribute to a more stable and professional football environment in Nigeria.

2.3.1 Legal Reforms and Institutional Solutions for Nigerian Sporting Clubs

Nigeria, with its rich sporting heritage and passionate fanbase, has the potential to be a powerhouse in the global sports arena. However, to unlock this potential, legal reforms and institutional solutions are imperative for the country's sporting clubs. This essay will explore key areas that demand attention, critique the existing framework, and propose reforms and institutional solutions to foster the growth and sustainability of Nigerian sporting clubs¹⁹⁰

Legal Framework and Regulatory Oversight

The legal framework surrounding sports in Nigeria requires a comprehensive overhaul. The existing legislation, such as the National Sports Commission Act, needs to be revisited and updated to reflect the current realities of the sporting landscape. A dedicated sports law, encompassing various aspects like contracts, player rights, and dispute resolution mechanisms, is crucial¹⁹¹. The current legal framework lacks specificity and often fails to address the unique challenges faced by sporting clubs. For instance, contractual disputes between players and clubs are not efficiently resolved, leading to protracted legal battles that hinder the development of both parties.

Financial Management and Transparency

Financial mismanagement has been a longstanding issue for many Nigerian sporting clubs. Lack of transparency in financial transactions, coupled with inadequate accountability

mechanisms, has led to financial crises and a cycle of debt that stifles growth. Sporting clubs often struggle with financial sustainability, leading to a reliance on government funding or private investors¹⁹². The absence of stringent financial regulations and reporting requirements exacerbates the problem, fostering an environment ripe for corruption and financial mismanagement.

Youth Development and Infrastructure

Investment in youth development is pivotal for the sustained success of Nigerian sporting clubs. Adequate infrastructure, coupled with well-structured youth academies, is essential for nurturing talent from a young age. The lack of proper infrastructure and youth development programs hinders the identification and cultivation of young talent¹⁹³. Many promising athletes face challenges accessing quality training facilities and coaching, limiting their potential for growth.

Government Support and Collaboration

Government support is integral to the success of sporting clubs. Collaborations between the government and sporting bodies can create a conducive environment for growth and development. While there is some government support for sporting clubs in Nigeria, it is often inconsistent and lacks a long-term vision¹⁹⁵. Political interference in the management of clubs also hampers their autonomy and ability to make strategic decisions.

2.3.2 The Development of Football in Africa and the Role of FIFA

While campaigning to become the president of FIFA, made it a priority to focus on the disenfranchised, emergent nations and how to bring them into the mainstream of the global FIFA family. His platform for the presidency therefore made it clear that he was going to move football away from its western European roots and to open it up to newer constituencies in Africa, Asia, and the Americas. His pledge to increase World Cup final

places from 16 to 24 demonstrated his desire to accommodate calls for a more equitable distribution of places for African and Asian countries¹⁹⁶.

By 1974, Africa had only one representative to the World Cup finals. Even securing this one slot had taken a boycott of the 1966 World Cup for their voices to be heard. Thus, Havelange not only pledged to increase slots for the African continent, but also went further by pledging to establish an international academy committed to the development of standards and adequate infrastructures and proposed an international youth championship to be hosted regularly by developing nations. He also committed himself to cash subsidies for the construction of stadia, the provision of top-class coaching, and support for more club competitions throughout Africa and Asia¹⁹⁷. These pledges and strategic initiatives for Havelange, therefore, endeared him to the African constituency, as well as other hitherto marginalized nations in Asia, the Americas, and Oceania.

One major advantage that Havelange also had over Rous was the fact that he came from a developing country that had not only a long football culture, but also a diverse population with a huge presence of black players in the national team. The forging of political ties between Havelange and Africa was facilitated by the broader cultural connections of Brazil to African people and the shared game of football. The 1974 FIFA elections and the ascendancy into the presidency marked a turning point in the power relations in the organization as it marked the loosening grip of the Europeans on FIFA and the world game¹⁹⁸. All this emanated from Rous's political miscalculations, UEFA's complacency, and skillful messaging to the African continent, as well as the other nations in Asia, Americas, and Oceania.

African votes were clearly the key in a result that signaled an "unparalleled transformation in the affairs of FIFA as the balance of power shifted from the northern hemisphere to the

southern”. Upon taking up the presidency, he immediately set about fulfilling the expensive promises that he had made to the third world as part of his election strategy. True to his pledges, he mobilized resources from the corporate world including Adidas and Coca-Cola and immediately embarked on the practical realization of his manifesto¹⁹⁹. Some of the key development programs that were established in Africa and Asia included inauguration of two new world youth tournaments hosted regularly by developing countries, and steps were taken to increase the number of African and Asian nations taking part in the World Cup finals. In addition, FIFA’s committee structures underwent democratization that allowed Africa an enhanced say in the governance of world football²⁰⁰. Thus, one can say with confidence that Havelange had an enormous impact on African soccer, and he played a huge part in moving the African game from the margins of world football to the center.

However, during his reign, many within FIFA’s European constituency harbored deep resentments at how Havelange had facilitated the expansion and democratization of world football. For many European nations, Havelange’s plans to develop the game in underdeveloped football regions were being pushed through at Europe’s expense. They were particularly incensed with the tampering of the format of the World Cup finals to accommodate developing nations as well as his sympathetic response to their demands often made at FIFA Congress²⁰¹. On the playing field, African teams had improved their credibility.

World Cup representatives from Africa competed well in 1978, 1982, and 1986 and Cameroon made it to the quarter finals in the 1990 edition losing to England in extra time. African teams also won medals at the Olympic soccer tournaments in 1992, 1996, and 2000. Indeed, African teams won or competed well in most age-group competitions. These performances showed that Africa was closing the gap between Europe and South America. When Havelange announced that he was standing down on the eve of the 1998 elections,

UEFA thought it was the opportune time to reclaim their mantle. However, just as in 1974, Havelange threw his weight behind his then Secretary-General, Sepp Blatter, to ascend to the presidency to the chagrin of UEFA and its President Lennart Johnson who was eyeing the position²⁰².

Because almost a quarter of the nations' eligible vote at the FIFA congress is from Africa, the interests of Africa's football associations had to be incorporated in a central way into any European strategy aimed at reclaiming the FIFA presidency. Some strategized on earning the African vote in the first half of the 1990s by finding areas of common ground with CAF's president worked toward a more amicable and cooperative relationship between Europe and Africa²⁰³.

The substantive elements of the program of cooperation between UEFA and CAF that Johansson had set in motion were the vision proposals and the Meridian Project. The 1995 vision proposals were aimed at involving the confederations more actively in the administration of world football, and it appeared to herald a radical transformation in UEFA's attitude to the other continental bodies²⁰⁴. Following the initiative, UEFA explained that it now recognized the progress of all the continental confederations and considered them as equal partners, who should be appropriately involved in FIFA matters²⁰⁵.

The Meridian Project, an accord between UEFA and CAF formally ratified on 30 January 1997, was built on the key principles of the vision documents in that it proclaimed that the notions of equal partnership and mutual respect should characterize Afro European relations in world football. Crucially, the project involved the provision of financial, technical, and technological aid from UEFA to selected African football associations²⁰⁶.

The publication of the vision proposals and the signing of the Meridian Project appeared to have ushered in a new era of friendship between both confederations.

This collaborative initiative would mark a new era in the relationship between the African Football Confederation and UEFA as the African confederation enthusiastically welcomed the philosophy and material support that underpinned the Vision and Meridian initiatives. But whereas CAF's leadership felt the initiative was pivotal to the growth of the African game, others feared that European benevolence was based solely on recognition of the value of African votes in the succession battle²⁰⁷. Given that Blatter was pledging to continue the legacy and therefore FIFA's goodwill to Africa and other marginalized countries, it was not surprising that he won the elections.

The good record and the need to sustain FIFA's partnership with Africa paid off for Blatter. During his first term of office, there were strong signs that the development of African football would benefit from Blatter's emergence as the man to lead FIFA into the twenty-first century. His support for Africa's bid for the 2006 World Cup hosting rights was unstinting, and he would have preferred South Africa to Germany's candidatures had he been given the opportunity to cast a deciding vote²⁰⁸. Although his stance on the 2006 World Cup was of huge symbolic significance, his decision to finance football development in the game's underdeveloped regions through the goal project, launched in March 1999, represented the clearest manifestation of his commitment to the development of the African game²⁰⁹.

By far the biggest slice of goal funds was to go to Asia, Africa, and the north and Central American regions. The overall aim of the goal project was to help bridge the gap between European and South American football, on the one hand, and the rest of the world, on the other hand²¹⁰. The FIFA president's efforts on behalf of African football since the Paris

Congress were well received, and it seemed that Africa would continue to benefit from Blatter's patronage for as long as he remained in power. Indeed, in a millennium message to the African football administrators, players, and followers, he unequivocally restated his support for the development of the game on their continent²¹¹. He declared that Africa could count on the continuing and unwavering help and support of FIFA and its president.⁵³ Given the principle of reciprocity that has come to dominate FIFA politics, his position at the helm of world football seemed assured.

However, in the lead-up to the International Federation's pre-2002 World Cup Congress in Seoul in May, a combination of financial scandal and a challenge from within Africa heralded perhaps the most bitter of all contests for the FIFA presidency²¹². The tension and poor relations between Blatter and Lennart Johansson, and the former's continuation of Havelange's priority goals, seemed to signal to UEFA and its allies that a challenge to the Swiss was timely. Additional fuel emanated from the bankruptcy of FIFA's media partner, International Sport and Leisure (ISL), in early 2001, and the growing fiscal crisis that it heralded²¹³.

This sense of urgency of removing Blatter from power culminated in UEFA's leadership seeking out, the CAF president, to mount a challenge. In this regard, Lennart Johansson counted on his solid working relationship and personal friendship with his African counterpart and statements of support from CAF's executive as well as Moon-Joon Chung, the influential FIFA vice president and head of the Korean Football Association²¹⁴. Given his support for Johansson during the 1998 election campaign, he had little trouble convincing his seven other European colleagues on FIFA's executive that the African would be the type of president who would not seek to undermine European interests in the International Federation in the way Havelange and Blatter had²¹⁵.

Thus, on 16 March 2002, at a press conference in Cairo, he stood behind his African ally, passionately believing that Hayatou was the individual to return transparency, solidarity, democracy, and potentially a controlling position for Europe, to FIFA²¹⁶. Given the deep and passionate involvement by UEFA to convince Hayatou to vie against Blatter, many African delegates saw him as a figurehead of dissatisfied Europeans, who desperately wanted to seize power at FIFA's headquarters in Zurich²¹⁷. This perception of the former CAF president as a stooge of the Europeans weighed heavily in his strategy to win FIFA presidency.

It was therefore assumed a defensive posture as he repeatedly dismissed this allegation and pointed out that he was standing as someone who had his own unobstructed vision for the development of world game²¹⁸. Given that the former FIFA's president's philosophy was pro-African football, it was difficult for Hayatou to generate anything distinctively different from that of his opponent. Both promised to continue to fund football development in the developing countries and to improve representation at the World Cup finals for the game's emerging constituencies. To distinguish himself, his best chance was to present himself as an individual whose administrative philosophy was fundamentally different from his opponent's and as someone who would preside over FIFA in a more ethical, transparent, and democratic fashion²¹⁹.

Anti-Blatter campaign of corruption did not gain much traction with voters.⁶⁰ It is interesting that despite Blatter's evident weaknesses including the collapse of FIFA's media partner, ISL, which cost FIFA between £150 and £200 million, his re-election ambitions remained intact. Blatter's strength lay in the fact that the CAF members, as well as those of UEFA, were not united behind Hayatou despite the pressure from the leadership of the two confederations²²⁰. Even when Johansson canvassed hard for his African counterpart throughout Europe by highlighting the gradual erosion of UEFA's position

within the governance of the world game during the presidencies the latter's record for supporting the peripheral countries remained credible.

He did not help his own cause in UEFA circles by publicly stating that he would facilitate a World Cup berth for Oceania by reducing Europe's allocation by one and a half. This declaration strengthened the resolve of those who were reluctant to follow the official UEFA stance and thereby supported by the former FIFA president²²¹.

For him to have a chance of winning, he needed near unanimous support from Africa. For some time, it felt like he was on course to master the African vote when he received endorsement of the 11-member east and central African football federations (CECAFA), which had voted for Blatter in the 1998 election. He also received support from Ismael Bamjee, president of the Confederation of Southern African Football Federations (COSAFA). But, despite these statements of support from influential figures and regional groupings within Africa, it soon became clear that the African constituency would not vote uniformly²²².

This lack of unanimous African support was due to former's credible record as an advocate of the African game. The continued reassurance by Blatter on his intentions to support the African game and the launching of several goal projects in Southern African countries in spring 2002 served to remind delegates of his commitment to funding football development in the game's poorer regions²²³. Soon after he received endorsements from several African football federations, most notably Liberia, which in late April organized a conference attended by 23 national delegations, under the banner "For the Future of African Football, Let's Support Blatter"²²⁴.

The former FIFA President's campaign also benefitted from support from several high profile African players, including George Weah and Abedi Pele, and from ex-players, most

notably his compatriot Roger Milla of Cameroon. His comments, which hailed the former president's record in elevating and strengthening the African presence on FIFA's agenda, were especially poignant given that, like Hayatou, he hailed from Cameroon²²⁵. With all African support, He resoundingly beat Hayatou, having garnered votes from CONCACAF, Oceania, South American regions and, despite Chung's support for Hayatou, most Asian delegates. The margin of Blatter's victory also revealed that Blatter was viewed by a substantial number of member associations from Africa and Europe as the individual best suited to oversee the world body. And true to those expectations, Sepp Blatter went on to ensure that Africa hosted the World Cup for the first time in 2010, followed by Brazil in 2014, Russia in 2018, and Qatar scheduled to host in 2022, respectively²²⁶.

It was his belief that the world game needed to be taken to the people, hence his policy on rotating the World Cup around all the six Confederations. Incidentally, the elections of 2002 exposed the rot that was taking place in FIFA under the Blatter presidency. It is therefore ironic that he was elected with such a huge margin. His re-election signaled to the world that corruption, unethical practices, and lack of financial transparency were secondary to the vested interests of its affiliated football federations. This could also be a factor in the way FIFA is slow to admonish some of the corrupt and financially inept football association leaders from Africa and elsewhere in the world²²⁷. His administrative failings notwithstanding, his commitment to elevating the African game was unrelenting as demonstrated by allocating the hosting rights for the 2010 World Cup to South Africa.

2.4 Conceptual Framework

The conceptual framework for the study on strengthening the principle of "Pacta Sunt Servanda" in football arbitration for Nigerian sporting clubs involves a multidimensional approach, encompassing compliance challenges, legal reforms, and institutional solutions.

This framework provides a comprehensive understanding of the issues at hand and guides the exploration of viable strategies to enhance the adherence to contractual obligations within the sports industry²²⁸.

i. Compliance Challenges

The initial phase of the conceptual framework involves a detailed analysis of the compliance challenges faced by Nigerian sporting clubs in football arbitration. This includes an examination of historical cases, identifying recurrent themes such as contractual disputes, breaches, and the reluctance of parties to adhere to arbitration decisions²²⁹. Understanding the specific challenges encountered by Nigerian clubs is crucial for tailoring effective solutions.

ii. Legal Reforms

Building on the identified compliance challenges, the conceptual framework delves into legal reforms aimed at fortifying the principle of "Pacta Sunt Servanda." This involves a critical review of existing international sports arbitration laws and agreements to assess their effectiveness²³⁰. Proposed legal reforms may include amendments to contractual templates, the incorporation of dispute resolution mechanisms, and the exploration of enforceability measures. The goal is to create a legal landscape that not only upholds the sanctity of contracts but also provides clarity and fairness in dispute resolution.

iii. Institutional Solutions

The institutional dimension of the framework focuses on the role of sports organizations, governing bodies, and arbitration institutions in facilitating compliance. This involves an evaluation of the efficacy of existing institutions in promoting fair arbitration processes and enforcing decisions²³¹. Potential institutional solutions may encompass the establishment of specialized sports tribunals, the enhancement of transparency in arbitration procedures, and

the development of educational programs to raise awareness about contractual obligations. Strengthening the institutional framework is integral to creating an environment conducive to principled compliance.

iv. Comparative Analysis

A comparative analysis is integrated into the framework to draw insights from successful models in football arbitration. By examining cases where the principle of "Pacta Sunt Servanda" has been effectively reinforced, the study can identify best practices, successful legal frameworks, and institutional structures²³². This comparative element contributes a practical dimension to the conceptual framework, offering tangible examples that can inform and inspire the proposed solutions for Nigerian sporting clubs.

V. Stakeholder Perspectives

The conceptual framework also emphasizes gathering perspectives from key stakeholders, including sports administrators, legal experts, athletes, and regulatory bodies. This qualitative aspect ensures a nuanced understanding of the challenges and potential solutions, taking into account the diverse interests and concerns within the sports industry²³³. In conclusion, the conceptual framework for the study on strengthening the principle of "Pacta Sunt Servanda" in football arbitration for Nigerian sporting clubs provides a structured and comprehensive approach.

By addressing compliance challenges, proposing legal reforms, exploring institutional solutions, conducting a comparative analysis, and incorporating stakeholder perspectives, the framework aims to contribute not only to theoretical discourse but also to the practical development of a robust and effective system for upholding contractual commitments in the dynamic landscape of football Arbitration.

2.5 Summary of Gap in the Literature Reviewed

The literature review on strengthening the principle of "Pacta Sunt Servanda" in international sports arbitration for Nigerian sporting clubs reveals several notable gaps. First, there is a dearth of in-depth analysis specific to the compliance challenges faced by Nigerian sporting clubs in football arbitration. Existing literature tends to generalize challenges without providing a nuanced understanding of the unique circumstances and constraints faced by clubs within the Nigerian context. Second, the literature lacks a comprehensive examination of legal reforms tailored to address the identified compliance challenges. While general principles of football arbitration are discussed, there is limited exploration of specific legal amendments or frameworks that could enhance the enforceability of contractual obligations for Nigerian sporting clubs.

Third, the institutional dimension is underexplored, with limited literature offering insights into the effectiveness of existing sports institutions in Nigeria and their role in promoting compliance. A deeper understanding of the institutional landscape is crucial for proposing targeted solutions that resonate with the Nigerian sports context. Addressing these gaps in the literature is essential for developing a well-rounded and contextually relevant study that can contribute meaningfully to the enhancement of the principle of "Pacta Sunt Servanda" in football arbitration for Nigerian sporting clubs.

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Chapter Three

Methodology

3.1 Research Design

Research design refers to the overall strategy or plan that outlines how a research study will be conducted, including the methods, procedures, and tools that will be used to collect and analyze data¹. The study intends to adopt survey research design. Survey research design is suitable for this study because it allows for the collection of data from a large sample of individuals involved in international sports arbitration in Nigeria. Surveys can help gather information on compliance challenges, legal reforms, and institutional solutions related to the principle of “Pacta Sunt Servanda” in sports arbitration. This method can provide valuable insights into the opinions, attitudes, and experiences of stakeholders, such as sports clubs, athletes, and arbitration institutions, which can help identify key issues and potential solutions.

3.2 Population of the Study

The study focuses on a diverse population. This includes legal practitioners specializing in sports law, sports administrators, representatives from Nigerian sporting clubs, and football player, members of relevant international sports organizations. However, a total number of 120 respondents is targeted to achieve the objectives of this study. The study seeks to gather insights and perspectives from this broad range of stakeholders to understand the challenges faced in ensuring compliance with arbitration agreements, identify potential legal reforms, and propose institutional solutions for Nigerian sporting clubs to enhance their adherence to the principle of *pacta sunt servanda* in international sports arbitration.

3.3 Sample and Sampling Techniques

A sample is a subset of individuals or cases selected from a larger population, which is studied to draw conclusions or insights about the larger population. Sampling technique refers to the method used to select this subset. The research adopted a purposive sampling technique and a purposive sampling technique is suitable. Purposive sampling involves selecting individuals or cases that are deemed most relevant or knowledgeable about the research topic. Given the specialized nature of sports law and the specific focus on Nigerian sporting clubs' compliance challenges, legal reforms, and institutional solutions in international sports arbitration, a purposive sampling technique allows for the selection of participants who can provide in-depth insights and expertise on these issues. This approach ensures that the study's sample is highly relevant and representative of the population under study, enhancing the quality and depth of the research findings.

3.4 Description of the Research Instruments

The instrument of data collection for the study is a questionnaire. This questionnaire is designed to gather quantitative and qualitative data from participants, including legal practitioners specializing in sports law, sports administrators, representatives from Nigerian sporting clubs, and members of relevant international sports organizations. The questionnaire will include a open-ended questions. Open-ended questions will allow for the collection of quantitative data, such as respondents' demographic information and their agreement or disagreement with specific statements related to compliance challenges, legal reforms, and institutional solutions in international sports arbitration. Open-ended questions will enable respondents to provide more detailed insights, opinions, and suggestions on these topics, ensuring a comprehensive understanding of the issues at hand.

3.5 Validity of the Research Instruments

The validity of the research instrument, a questionnaire, for the study is crucial for ensuring the accuracy and reliability of the data collected. Several steps have been taken to enhance the validity of the questionnaire. First, the questionnaire was designed based on a thorough review of existing literature and consultation with experts in sports law and international arbitration to ensure that it covers relevant and important aspects of compliance challenges, legal reforms, and institutional solutions in international sports arbitration.

Second, the questionnaire would be pilot-tested with a small group of participants similar to the study population to identify any potential issues with clarity, comprehension, or relevance of the questions. Overall, these measures enhance the content validity of the questionnaire, ensuring that it accurately captures the intended constructs and provides meaningful data for the study.

3.6 Reliability of the Research Instruments

The reliability of the research instrument, a questionnaire, is crucial for ensuring consistency and replicability of the results. Several steps have been taken to enhance the reliability of the questionnaire. First, the questionnaire was designed with clear and unambiguous language to ensure that all respondents interpret the questions in the same way. This helps reduce response bias and ensures that the data collected is consistent across participants. Second, the questionnaire includes some repeated or similar questions to assess the internal consistency of respondents' answers. This allows for the calculation of measures such as Cronbach's alpha, which provides an indication of the questionnaire's reliability. Overall, these measures enhance the reliability of the questionnaire, ensuring that it consistently measures the intended constructs and produces reliable data for the study.

3.7 Administration of Instrument and Method of Data Collection

The data used for carrying out this study were obtained from two major sources. These sources are the primary and secondary sources.

The primary sources of data collection for the study are the questionnaire responses from legal practitioners specializing in sports law, sports administrators, representatives from Nigerian sporting clubs, and members of relevant international sports organizations. These sources provide firsthand insights, opinions, and experiences related to compliance challenges, legal reforms, and institutional solutions in international sports arbitration, making them valuable for the study.

The secondary sources of data collection for the study include academic literature, legal documents, reports, and case studies related to sports law, international arbitration, and compliance issues in sports. These sources provide background information, theoretical

frameworks, and empirical evidence that support and contextualize the findings from the primary data collection, enhancing the depth and credibility of the study.

3.8 Method of Data Analysis

The study will employ a quantitative method of data collection. A questionnaire will be administered to legal practitioners specializing in sports law, sports administrators, representatives from Nigerian sporting clubs, and members of national football federation sports organizations. The data collected will be analyzed using descriptive analysis with the help of SPSS (Statistical Package for the Social Sciences) to summarize and interpret the findings regarding compliance challenges, legal reforms, and institutional solutions in football arbitration, compliances in selected clubs in the South-South Nigeria.

Endnotes

1. M. S. Lin, Y. Liang, J. X. Xue, B. Pan, & A. Schroeder, *Destination image through social media analytics and survey method*. **International Journal of Contemporary Hospitality Management**, 33(6), 2021, Pg 2219-2238.
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Chapter Four

Results and Discussion of Findings

4.1 Presentation of Demographic Data of Respondents

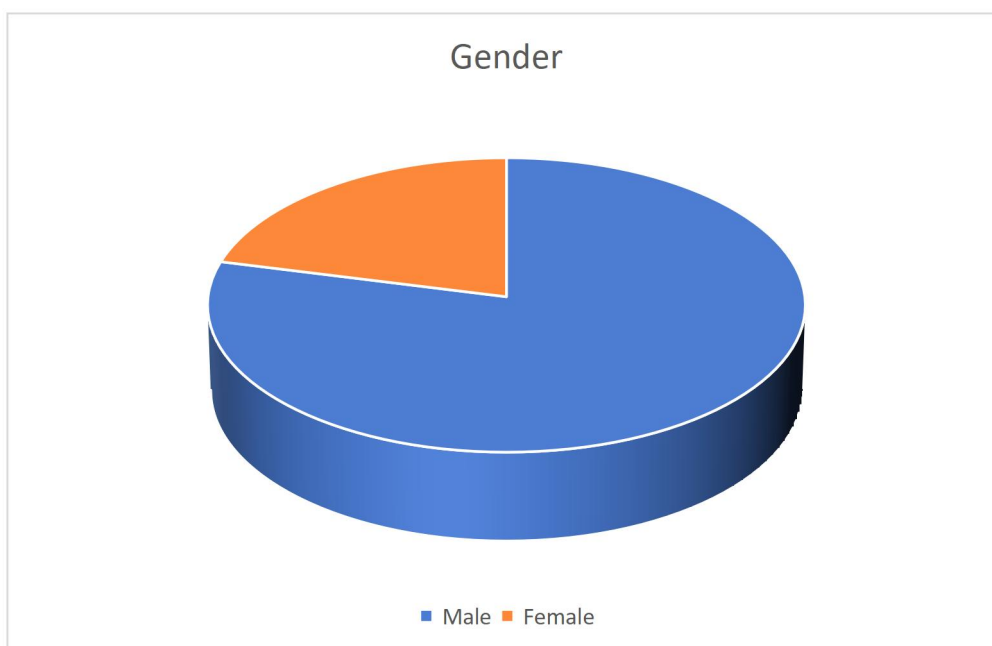
4.1.1 Gender Distribution of Respondents

The gender analysis of the respondents in Table 1 reveals a majority of male participants, constituting 61.7%, compared to 38.3% female participants. The implications of this analysis underscore the importance of ensuring gender balance in research samples to avoid biases and accurately reflect the diversity of perspectives.

Table 1: Gender Analysis of the Respondents

| Gender | Frequency | Percentage |
|---------------|------------------|-------------------|
| Male | 71 | 61.7 |
| Female | 44 | 38.3 |
| Total | 115 | 100 |

Source: *Field Report, 2024*



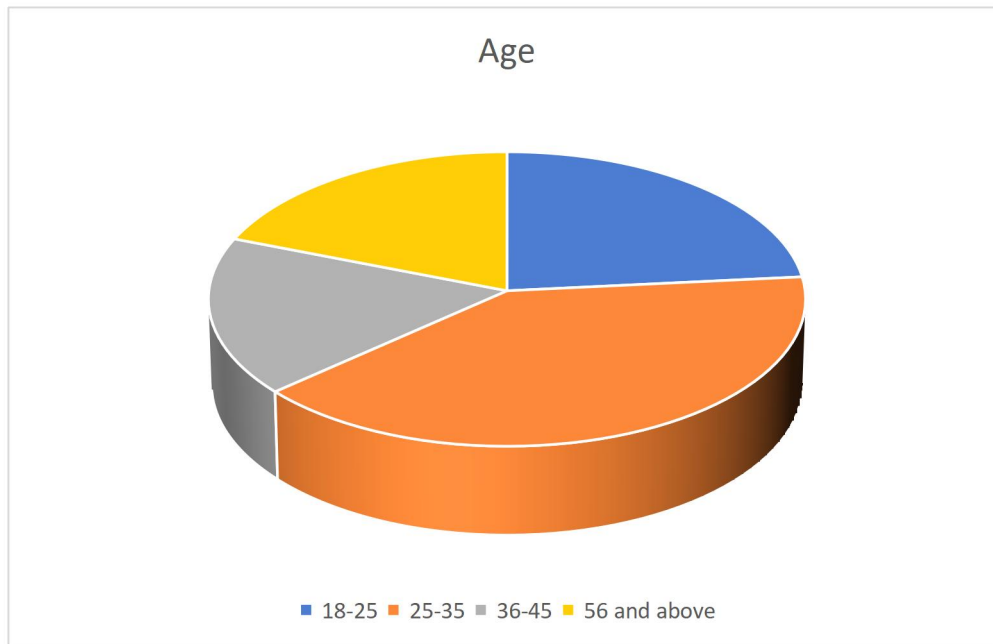
4.1.2 Age Distribution of Respondents

The age distribution of the respondents in Table 2 indicates a diverse sample, with the majority falling between the ages of 25-35 (40.0%) and 18-25 (23.5%). However, there is a noticeable drop in participation among the 36-45 age group (17.4%), with a slight increase among those aged 56 and above (19.1%). This distribution suggests a potential underrepresentation of middle-aged participants, which could impact the study's ability to capture their unique perspectives and experiences. The implication of this is that majority of the respondents were physically active, and they were young. The percentage of the age distribution is also shown in the chart below.

Table 2: Age Distribution of Respondents

| Age | Frequency | Percentage |
|--------------|--------------|------------|
| 18-25 | 27 | 23.5 |
| 25-35 | 46 | 40.0 |
| 36-45 | 20 | 17.4 |
| 56 and above | 22 | 19.1 |
| Total | 115 | 100 |
| Mean | 28.75 | |

Source: Field Report, 2024



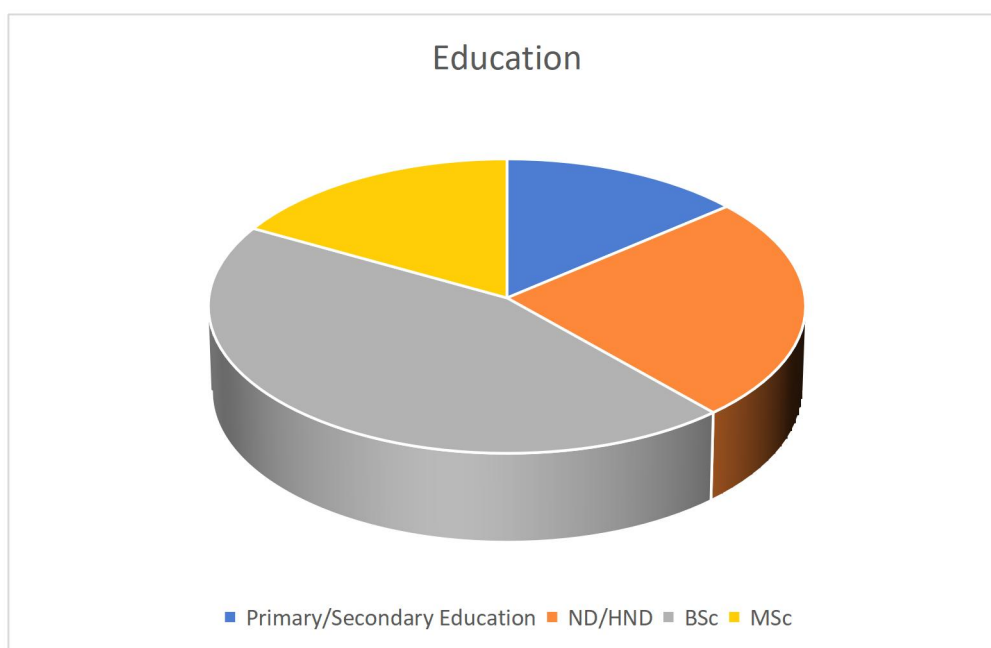
4.1.3 The Education Distribution of Respondents

The education distribution of respondents shows a diverse range of educational backgrounds, with the majority having a Bachelor's degree (BSc) at 50.4%, followed by ND/HND at 27.8%. This distribution suggests a relatively well-educated sample, which can have positive implications for the study. Participants with higher levels of education may offer more in-depth insights, critical thinking skills, and a broader understanding of the research topic. Their perspectives may be more nuanced and informed, leading to richer and more comprehensive data. Additionally, individuals with higher education levels may be more likely to engage with the research process actively, providing thoughtful responses and contributing to the overall quality of the study's findings.

Table 3: The Education Distribution of Respondents

| Age | Frequency | Percentage |
|------------------------------------|------------|------------|
| Primary/Secondary Education | 18 | 15.7 |
| ND/HND | 32 | 27.8 |
| BSc | 58 | 50.4 |
| MSc | 7 | 6.1 |
| Total | 115 | 100 |

Source: Field Report, 2024



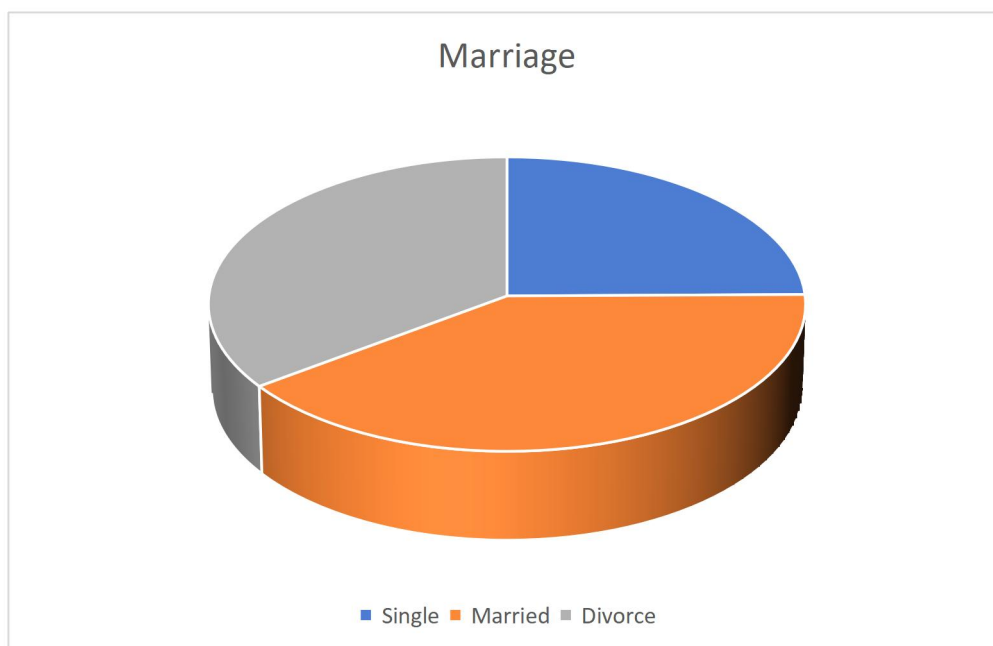
4.1.4 The Marital Distribution of Respondents

The marital distribution of respondents shows a diverse range of marital statuses, with the majority being married (57.4%), followed by single (35.7%) and divorced (6.9%). This distribution suggests a sample that represents various stages of life and experiences, which can have positive implications for the study. Married respondents, for example, may offer insights into family dynamics and responsibilities, while single individuals may provide perspectives on independence and personal decision-making. Divorced participants could offer insights into relationship experiences and the impact of divorce on various aspects of life. This diversity in marital status enriches the study's findings by capturing a range of experiences and perspectives.

Table 4: The Marital Distribution of Respondents

| Marital | Frequency | Percentage |
|--------------|------------|------------|
| Single | 41 | 15.7 |
| Married | 66 | 27.8 |
| Divorce | 8 | 50.4 |
| Total | 115 | 100 |

Source: Field Report, 2024



4.2 Presentation of Research Questions

Research Question One: What are the Primary Compliance Challenges Faced by Nigerian Sporting Clubs in Adhering to International Arbitral Awards, and How Do these Challenges Manifest in Practice a Case Study in Football?

Table 5: Distribution of Respondents on Compliance Challenges

The distribution of respondents on compliance challenges reveals several key insights. The most common challenge identified is financial constraints, with 33.0% of respondents citing it as a significant issue. This suggests that financial resources are a

crucial factor in implementing the awards effectively. Lack of awareness about the awards is also a notable challenge, with 22.6% of respondents indicating this as a barrier. This highlights the importance of communication and education efforts to ensure stakeholders are informed about the awards' requirements and benefits. Resistance from stakeholders within the club and legal complexities are also significant challenges, indicating the need for effective stakeholder engagement strategies and legal support to navigate these issues.

Table 5: The Distribution of Respondents on Compliance Challenges

| Compliance Challenges | Frequency | Percentage |
|---|------------------|-------------------|
| Lack of awareness about the awards | 26 | 22.6 |
| Financial Constraints in implementing the awards | 38 | 33.0 |
| Resistance from stakeholders within the club | 28 | 24.3 |
| Legal complexities in enforcing the award | 23 | 20.0 |
| Total | 115 | 100 |

Source: Field Report, 2024

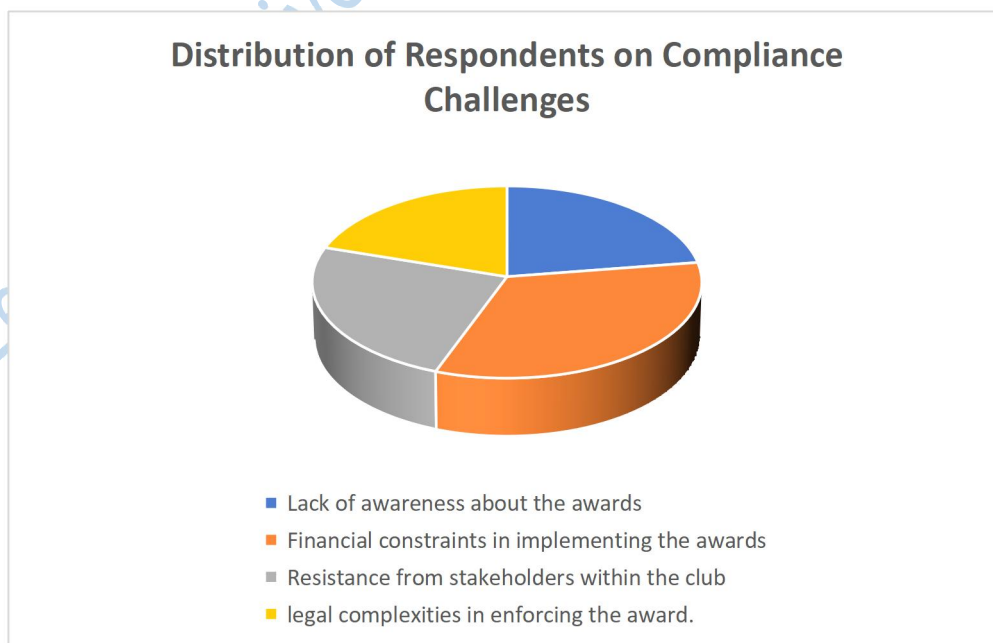


Table 6: Distribution of Respondents on How Compliance Challenges Manifest

The analysis of how compliance challenges manifest is analyzed in Table 6 below. The most common manifestation is the failure to implement required changes or decisions, with 32.2% of respondents citing this as a challenge. This suggests a reluctance or inability to follow through on the decisions made through the awards process, which could undermine the effectiveness of the awards system. Ignoring or challenging the validity of the awards is also a significant issue, indicating a lack of respect or acceptance of the arbitration process. Delay or non-payment of awarded amounts and lack of cooperation with the arbitral process are also notable challenges, highlighting the need for improved enforcement mechanisms and stakeholder engagement.

Table 6: The Distribution of Respondents on How Compliance Challenges Manifest

| How Compliance Challenges Manifest | Frequency | Percentage |
|--|------------------|-------------------|
| Delay or non-payment of awarded amounts | 26 | 22.6 |
| Failure to implement required changes or decisions | 37 | 32.2 |
| Ignoring or challenging the validity of the awards. | 31 | 27.0 |
| Lack of cooperation with the arbitral process | 21 | 18.3 |
| Total | 115 | 100 |

Source: Field Report, 2024

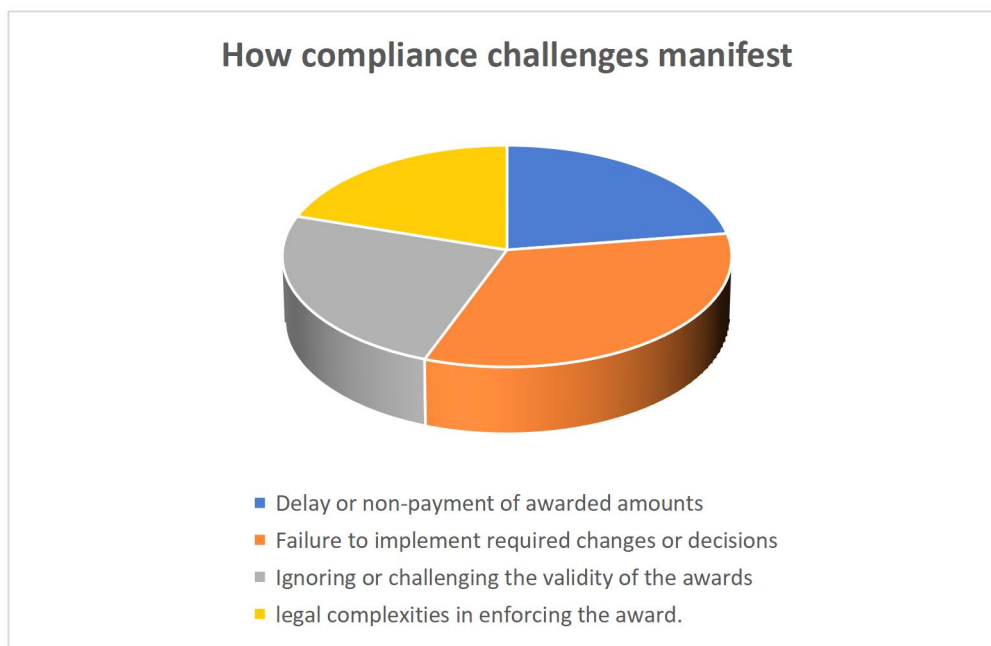


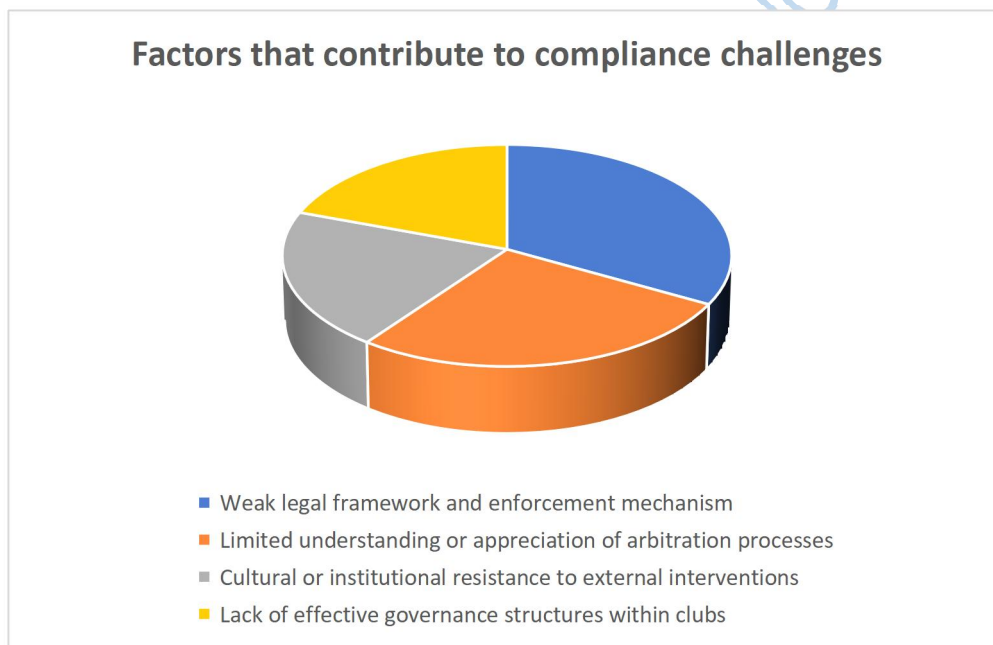
Table 7: Distribution of Respondents on Factors that Contributes to Compliance Challenges

The distribution of respondents on the factors that contributes to compliance challenges within Nigerian sporting clubs is analyzed below. The analysis indicates that (33.9%) of the respondents maintained that weak legal framework and enforcement mechanisms is one of the factors that contributes to the persistence of compliance challenges. Also, (27.8%) of the respondents are of the opinion that limited understanding or appreciation of arbitration processes is a factor to be considered. 24 respondents representing (20.9%) said cultural or institutional resistance to external interventions is also a factor to be considered while 20 respondents representing (17.4%) are of the opinion that lack of effective governance structures within clubs is a contributory factor. The implication of this is that majority of the respondents are of the opinion that weak legal framework and enforcement mechanism is one of the significant factors that contribute to compliance challenges within Nigerian sporting clubs.

Table 7: The Distribution of Respondents on Factors that Contributes to Compliance

| Factors that Contribute to Compliance Challenges | Frequency | Percentage |
|---|------------------|-------------------|
| Weak legal framework and enforcement mechanism | 39 | 33.9 |
| Limited understanding or appreciation of arbitration processes | 32 | 27.8 |
| Cultural or institutional resistance to external interventions | 24 | 20.9 |
| Lack of effective governance structures within clubs | 20 | 17.4 |
| Total | 115 | 100 |

Source: Field Report, 2024



Research Question Two: To What Extent does Legal and Regulatory Frameworks in Nigeria Facilitate or Hinder the Enforcement of International Sports Arbitration Awards as it Relates to Football?

Table 8: Distribution of Respondents on Legal and Regulatory Framework

The analysis of the data on the perception of the legal and regulatory framework within sporting clubs regarding the enforcement of international sports arbitration awards

indicates a mixed view among respondents. A significant portion (56.5%) considers the framework to be facilitating to some extent (very facilitating and somewhat facilitating combined), while 43.5% perceive it as hindering (somewhat hindering and very hindering combined). This suggests a lack of consensus among respondents, with a slightly higher proportion viewing the framework as facilitating. However, the substantial minority that views it as hindering indicates there are significant challenges perceived in the current legal and regulatory environment.

Table 8: The Distribution of Respondents on Legal and Regulatory Framework

| Legal and Regulatory Framework | Frequency | Percentage |
|--------------------------------|------------|------------|
| Very facilitating | 29 | 25.2 |
| Somewhat facilitating | 36 | 31.3 |
| Somewhat hindering | 27 | 23.5 |
| Very hindering | 23 | 20.0 |
| Total | 115 | 100 |

Source: Field Report, 2024

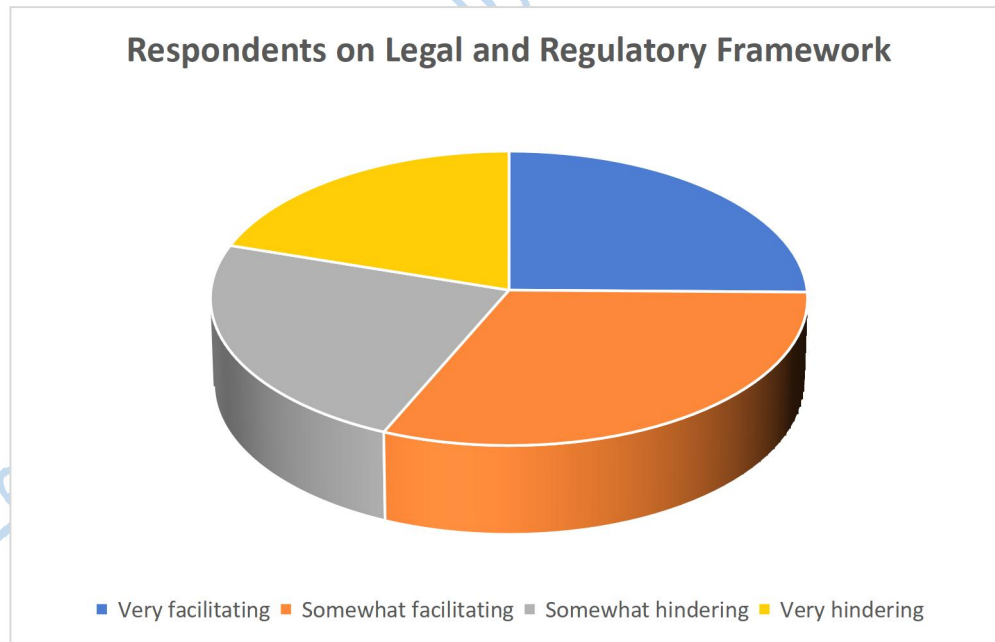


Table 9: Distribution of Respondents on Framework that Facilitate Sport Arbitration

The distribution of respondents' views on the factors facilitating sport arbitration in Nigeria is analyzed below. The analysis shows that the availability of competent judicial authorities to handle enforcement is perceived as the most significant factor, with 31.3% of respondents highlighting its importance. This is followed closely by the clarity and specificity of laws related to arbitration enforcement, which 27.0% of respondents consider crucial. The pro-arbitration stance of Nigerian courts is also seen as important, with 23.5% of respondents emphasizing its role. Lastly, the ease of procedural requirements for enforcement is mentioned by 18.3% of respondents. This analysis indicates that respondents place a high value on the legal framework and the competence of judicial authorities in facilitating sport arbitration in Nigeria. It suggests that improvements in these areas could enhance the effectiveness and efficiency of sport arbitration processes in the country.

Table 9: The Distribution of Respondents on Factors that Contributes to Compliance

| Framework that Facilitates Sport Arbitration | Frequency | Percentage |
|---|------------------|-------------------|
| Clarity and specificity of laws related to arbitration enforcement | 31 | 27.0 |
| Availability of competent judicial authorities to handle enforcement | 36 | 31.3 |
| Pro-arbitration stance of Nigerian courts | 27 | 23.5 |
| Ease of procedural requirements for enforcement | 21 | 18.3 |
| Total | 115 | 100 |

Source: Field Report, 2024

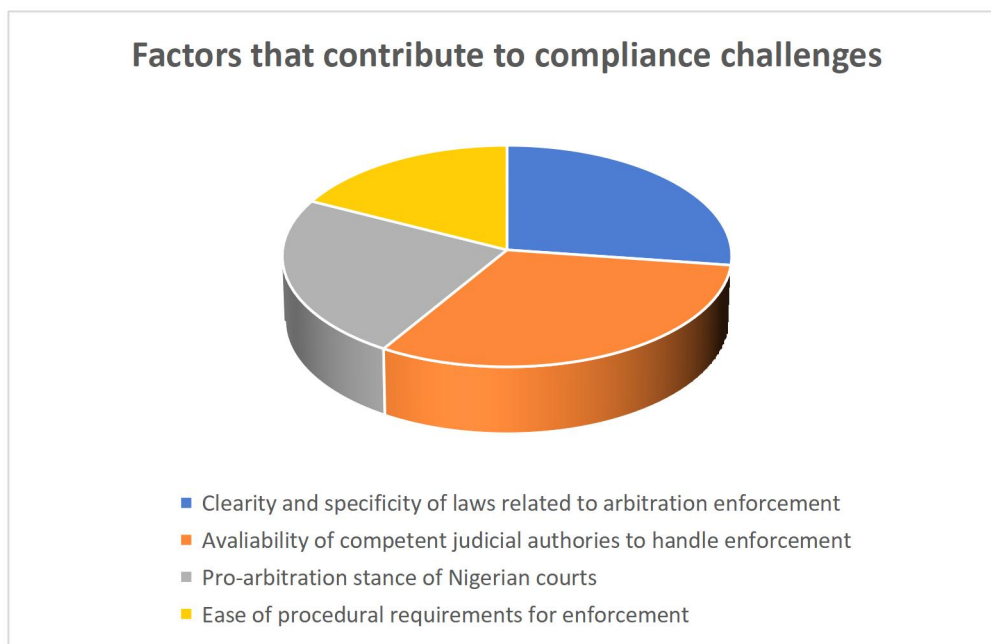


Table 10: Distribution of Respondents on Framework that Facilitate Sport Arbitration

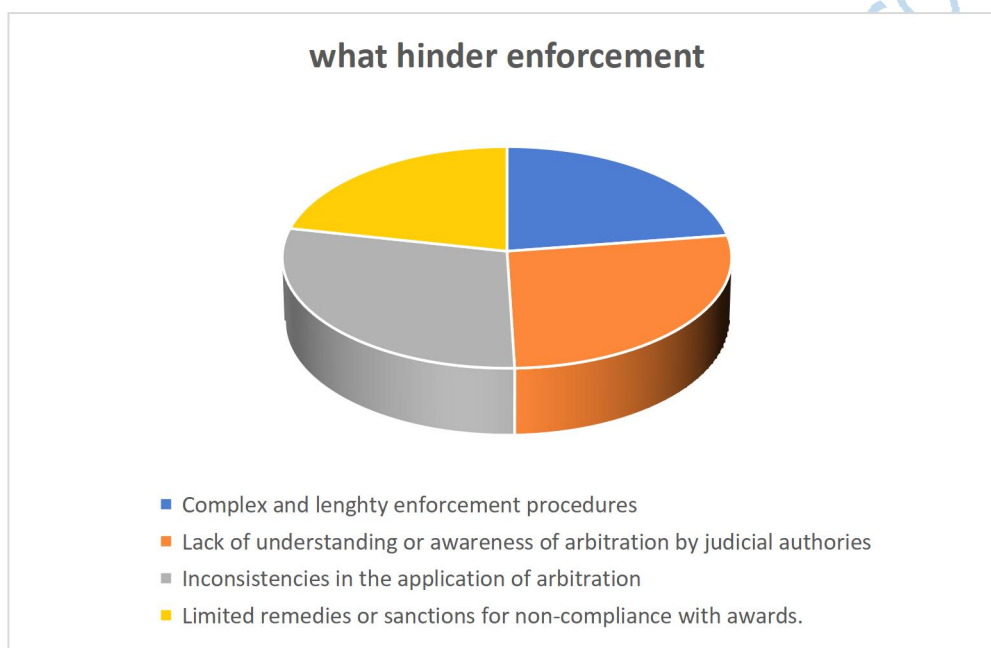
The distribution of respondents' views on the framework that serve as hindrances to the enforcement of international sport arbitration between clubs and players is analyzed below. The analysis reveals that the most commonly cited hindrance is the limited remedies or sanctions for non-compliance with awards, with 33.9% of respondents highlighting this issue. Following closely behind is the inconsistency in the application of arbitration laws, mentioned by 24.3% of respondents. Lack of understanding or awareness of arbitration by judicial authorities is also seen as a significant hindrance, with 22.6% of respondents identifying it as a challenge. Finally, complex and lengthy enforcement procedures are mentioned by 19.1% of respondents. This analysis suggests that there are several key challenges in enforcing international sport arbitration between clubs and players in Nigeria.

Table 10: The Distribution of Respondents on What Hinder Enforcement of international Sport Arbitration between clubs and players

| What hinder enforcement | Frequency | Percentage |
|--|-----------|------------|
| Complex and lengthy enforcement procedures | 22 | 19.1 |

| | | |
|--|------------|------------|
| Lack of understanding or awareness of arbitration by judicial authorities | 26 | 22.6 |
| Inconsistencies in the application of arbitration laws | 28 | 24.3 |
| Limited remedies or sanctions for non-compliance with awards | 39 | 33.9 |
| Total | 115 | 100 |

Source: Field Report, 2024



Research Question Three: To what degree would the successful strengthening of the "Pacta Sunt Servanda" principal benefit Nigerian sporting clubs, the domestic sports industry, and Nigeria's global sports reputation a case study in Football?

Table 11: Distribution of Respondents on Strengthening Pact Sunt Servanda

The distribution of respondents' opinions on the strengthening of pacta sunt servanda (Latin for "agreements must be kept") in the context of compliance within Nigerian sporting clubs is analyzed below. The analysis shows that a significant portion of respondents find strengthening pacta sunt servanda to be very beneficial, with 35.7%

expressing this view. Additionally, 31.3% of respondents consider it somewhat beneficial. On the other hand, 21.7% of respondents believe that strengthening pacta sunt servanda is not very beneficial, while 11.3% believe it is not beneficial at all. This analysis indicates that there is a general recognition among respondents of the importance of upholding agreements in ensuring compliance within Nigerian sporting clubs. However, there are differing opinions on the extent to which strengthening pacta sunt servanda would be beneficial, with a notable minority expressing skepticism about its effectiveness.

Table 11: The Distribution of Respondents on Strengthening Pact Sunt Servanda

| Strengthening Pact Sunt Servanda | Frequency | Percentage |
|---|------------------|-------------------|
| Very beneficial | 41 | 35.7 |
| Somewhat beneficial | 36 | 31.3 |
| Not very beneficial | 25 | 21.7 |
| Not beneficial at al | 13 | 11.3 |
| Total | 115 | 100 |

Source: Field Report, 2024

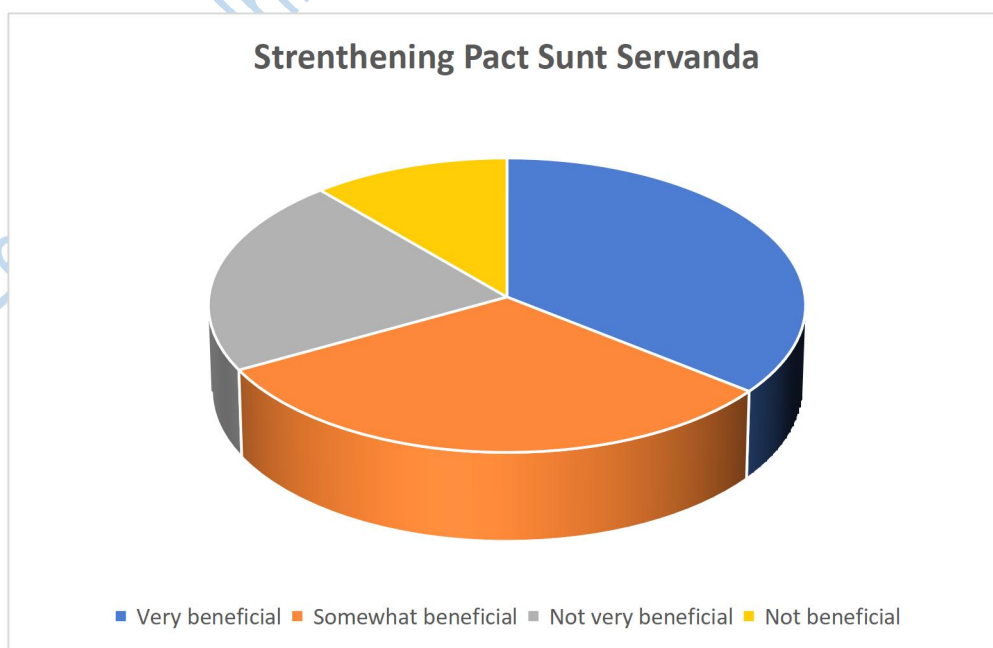


Table 12: Distribution of Respondents on impact of Strengthening Pact Sunt

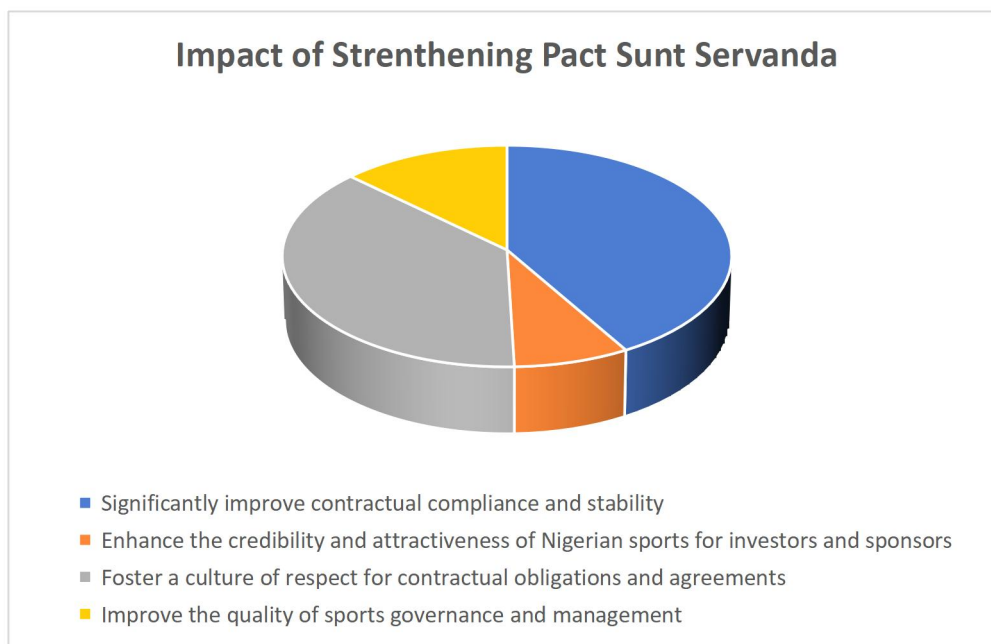
Servanda

The distribution of respondents' views on the potential impacts of strengthening pacta sunt servanda within Nigerian sporting clubs is analyzed below. The analysis indicates that a majority of respondents believe that strengthening pacta sunt servanda would significantly improve contractual compliance and stability, with 36.5% expressing this view. Additionally, 33.0% of respondents believe it would foster a culture of respect for contractual obligations and agreements. A smaller percentage of respondents, 23.5%, believe that strengthening pacta sunt servanda would improve the quality of sports governance and management, indicating recognition of its potential broader benefits beyond contractual compliance. However, only 7.0% of respondents believe that it would enhance the credibility and attractiveness of Nigerian sports for investors and sponsors, suggesting a lesser perceived impact in this regard.

Table 12: The Distribution of Respondents on Impact on Strengthening Pact Sunt Servanda

| Strengthening Pact Sunt Servanda | Frequency | Percentage |
|---|------------------|-------------------|
| Significantly improve contractual compliance and stability | 42 | 36.5 |
| Enhance the credibility and attractiveness of Nigerian sports for investors and sponsors | 8 | 7.0 |
| Foster a culture of respect for contractual obligations and agreements | 38 | 33.0 |
| Improve the quality of sports governance and management | 27 | 23.5 |
| Total | 115 | 100 |

Source: Field Report, 2024



4.2.4 Research Question Four: How can institutional solutions be tailored to the specific needs of Nigerian sporting clubs to enhance their compliance with international arbitral awards?

Table 13: Distribution of Respondents on Institutional Solution for Compliance

The distribution of respondents' opinions on institutional solutions for compliance within Nigerian sporting clubs is analyzed in Table 13. The analysis reveals that the establishment of compliance monitoring mechanisms within clubs is seen as the most important solution, with 34.8% of respondents emphasizing its significance. This is followed by the development of internal policies and procedures for arbitration compliance, which 31.3% of respondents believe is crucial. Engagement of legal advisors or consultants with expertise in sport arbitration is also considered important, with 25.2% of respondents supporting this approach. However, training and education programs for club officials, players, and other stakeholders on arbitration are viewed as less critical, with only 8.7% of respondents prioritizing this solution. This analysis suggests that there is a consensus among respondents on the need for internal mechanisms and expertise to ensure compliance within Nigerian sporting clubs.

Implementing these institutional solutions could help address compliance challenges and enhance the effectiveness of arbitration processes in the sports industry.

Table 13: The Distribution of Respondents on Institutional Solution for Compliance

| Institutional Solution for Compliance | Frequency | Percentage |
|--|------------|------------|
| Development of internal policies and procedures for arbitration compliance | 36 | 31.3 |
| Establishment of compliance monitoring mechanism within clubs | 40 | 34.8 |
| Training and education programs for club officials and players other stakeholders on arbitration | 10 | 8.7 |
| Engagement of legal advisors or consultant with expertise in sport arbitration. | 29 | 25.2 |
| Total | 115 | 100 |

Source: Field Report, 2024



Table 14: Distribution of Respondents on Institutional Solution for Compliance

The distribution of respondents' views on institutional solutions for compliance within Nigerian sporting clubs is analyzed below. The analysis indicates that conducting a thorough assessment of each club's compliance challenges and needs is considered the most important solution, with 33.9% of respondents emphasizing its significance. Providing ongoing support and guidance to clubs in implementing compliance measures is also seen as crucial, with 28.7% of respondents supporting this approach. Customizing compliance programs to align with each club's organizational structure and culture is viewed as important by 23.5% of respondents, suggesting a recognition of the need for tailored approaches to compliance. Collaboration with relevant stakeholders, such as sport federations and legal bodies, to ensure comprehensive solutions is considered less critical, with only 13.9% of respondents prioritizing this solution. This analysis indicates that there is a consensus among respondents on the importance of assessing and customizing compliance programs to address the unique challenges faced by each club. Providing ongoing support and guidance could help ensure the successful implementation of compliance measures and enhance overall compliance within Nigerian sporting clubs.

Table 14: The Distribution of Respondents on Institutional Solution and Compliance

| Institutional Solution and Compliance | Frequency | Percentage |
|---|------------------|-------------------|
| Conducting a thorough assessment of each club's compliance challenges and needs | 39 | 33.9 |
| Customizing compliance programs to align with each club's organizational structure and culture | 27 | 23.5 |
| Providing on-going support and guidance to clubs in implementing compliance measures | 33 | 28.7 |

| | | |
|--|------------|------------|
| Collaborating with relevant stakeholders, such as sport federations and legal bodies to ensure comprehensive solutions. | 16 | 13.9 |
| Total | 115 | 100 |

Source: Field Report, 2024



4.3 Discussion of Findings

The findings from the distribution of respondents on compliance challenges within Nigerian sporting clubs reveal several key insights into the factors that hinder effective compliance with international sports arbitration awards. The most common challenge identified is financial constraints, with 33.0% of respondents citing it as a significant issue. This suggests that financial resources are a crucial factor in implementing the awards effectively, aligning with existing literature that highlights the importance of adequate funding for successful arbitration outcomes¹. Lack of awareness about the awards is also a notable challenge, with 22.6% of respondents indicating this as a barrier. This highlights the importance of communication and education efforts to ensure sporting stakeholders are informed about the awards' requirements and benefits,

which is consistent with studies emphasizing the role of communication in improving compliance².

Resistance from stakeholders within the club and legal complexities are also significant challenges, indicating the need for effective stakeholder engagement strategies and legal support to navigate these issues. These findings align with existing literature that emphasizes the importance of stakeholder engagement and legal expertise in overcoming compliance challenges in the football industry³. The analysis of how compliance challenges manifest further underscores the importance of these factors, with the most common manifestation being the failure to implement required changes or decisions, suggesting a reluctance or inability to follow through on arbitration decisions. Ignoring or challenging the validity of the awards is also a significant issue, indicating a lack of respect or acceptance of the arbitration process, which is consistent with existing literature highlighting the importance of parties' acceptance of arbitration outcomes for effective compliance⁴. Delay or non-payment of awarded amounts and lack of cooperation with the arbitral process are also notable challenges, highlighting the need for improved enforcement mechanisms and stakeholder engagement, in line with previous studies that have identified enforcement mechanisms as crucial for arbitration effectiveness⁵.

The analysis of the factors contributing to compliance challenges within Nigerian sporting clubs further supports the importance of legal frameworks and enforcement mechanisms. Weak legal frameworks and enforcement mechanisms were identified by 33.9% of respondents as a significant factor contributing to compliance challenges, aligning with existing literature that emphasizes the need for strong legal frameworks to support arbitration outcomes⁶. Limited understanding or appreciation of arbitration processes was also cited by 27.8% of respondents, suggesting a need for education and

training to improve stakeholders' understanding of arbitration, which is consistent with existing studies advocating for education and training to enhance arbitration effectiveness⁷. Cultural or institutional resistance to external interventions and lack of effective governance structures within clubs were also identified as contributing factors, indicating the need for cultural and organizational change to improve compliance. These findings are consistent with existing literature that highlights the importance of organizational culture and governance structures in facilitating compliance⁸. The mixed perception of the legal and regulatory framework regarding the enforcement of international sports arbitration awards indicates that while a majority of respondents consider the framework facilitating to some extent, a significant minority perceives it as hindering, highlighting the need for improvements in the legal and regulatory environment to support arbitration outcomes⁹.

The analysis of the factors facilitating sport arbitration in Nigeria indicates that respondents place a high value on the legal framework and the competence of judicial authorities in facilitating arbitration. This suggests that improvements in these areas could enhance the effectiveness and efficiency of sport arbitration processes in the country, which is consistent with existing literature that emphasizes the importance of legal frameworks and competent judicial authorities in supporting arbitration outcomes¹⁰. The analysis also highlights the importance of the pro-arbitration stance of Nigerian courts and the ease of procedural requirements for enforcement in facilitating sport arbitration, aligning with previous studies that have identified these factors as crucial for arbitration effectiveness¹¹. In contrast, the analysis of the framework hindering the enforcement of international sport arbitration between clubs and players identifies several key challenges, including limited remedies or sanctions for non-compliance with awards, inconsistency in the application of arbitration laws, lack of

understanding or awareness of arbitration by judicial authorities, and complex and lengthy enforcement procedures. These findings are consistent with existing literature that highlights the challenges of enforcing arbitration awards, particularly in jurisdictions with weak legal frameworks and enforcement mechanisms.

The findings regarding the perception of strengthening *pacta sunt servanda* within Nigerian sporting clubs suggest a general recognition among respondents of the importance of upholding agreements in ensuring compliance. However, there are differing opinions on the extent to which strengthening *pacta sunt servanda* would be beneficial, with a notable minority expressing skepticism about its effectiveness. This is consistent with existing literature that recognizes the importance of contractual obligations in ensuring compliance but also acknowledges the limitations of contractual enforcement in complex organizational settings. Overall, the findings from the distribution of respondents on compliance challenges within Nigerian sporting clubs provide valuable insights into the factors that hinder effective compliance with international sports arbitration awards. These findings align with existing literature on arbitration effectiveness, emphasizing the importance of legal frameworks, stakeholder engagement, education and training, and enforcement mechanisms in overcoming compliance challenges. However, the study also highlights the need for further research to explore innovative solutions to these challenges and enhance the effectiveness of arbitration processes in the sports industry.

Endnotes

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Chapter Five

Conclusion

5.1 Summary of Findings

This study comprehensively examined and addressed the multifaceted challenges surrounding the adherence to the principle of “Pacta Sunt Servanda” in international sports arbitration, focusing specifically on Nigerian sporting clubs. The objective of the study is to identify the primary compliance challenges faced by Nigerian sporting clubs in adhering to international arbitral awards, and how do these challenges manifest in practice, investigate the extent at which legal and regulatory framework in Nigeria facilitate or hinder the enforcement of international sports arbitration awards, determine the degree at which the successful strengthening of the "Pacta Sunt Servanda" principle benefit Nigerian sporting clubs, the domestic sports industry, and Nigeria's global sports reputation and proffer solutions on how institutional solutions be tailored to the specific needs of Nigerian sporting clubs to enhance their compliance with international arbitral awards, and what are the key components of these solutions.

The failure to adhere to arbitral awards can have significant consequences, including reputational damage, legal consequences, and potential financial penalties. Non-compliance can undermine the credibility of Nigerian sporting clubs in the international sports community. Previous studies revealed that addressing issues like doping, match-fixing, hooliganism, and sports corruption necessitates a global legal framework developed through collaboration between government and sports bodies. By understanding the reasons for non-compliance, identifying legal reforms, and proposing institutional solutions, this study can contribute to strengthening the compliance of Nigerian sporting clubs with arbitral awards.

Some key concepts were examined in chapter two. Thus, concepts such as *pacta sunt servanda* was extensively examined. In this study, the researcher conceived the concept as *Pacta sunt servanda*, a Latin expression that translates to "agreements must be kept" in English, encapsulates a fundamental principle in international law and contractual relationships. This concept serves as a cornerstone for the stability and predictability of legal relations, emphasizing the importance of honoring agreements once they are willingly and knowingly entered into by parties. It is on this basis that a scholar explained that the phrase embodies a commitment to the integrity of contractual and treaty obligations, highlighting the notion that parties should fulfil their promises and adhere to the terms they have agreed upon.

At its core, *pacta sunt servanda* reflects the principle of good faith and trust in legal relationships. It underscores the idea that agreements, whether between individuals, businesses, or states, are binding and must be performed in accordance with their terms. This principle is deeply ingrained in legal systems around the world and is considered a fundamental norm governing the sanctity of contracts and treaties. In the realm of international law, *pacta sunt servanda* is particularly significant³. Treaties are formal agreements between sovereign states, and their effectiveness depends on the mutual commitment of the parties involved to abide by the agreed-upon terms.

The international community relies on this principle to foster cooperation, resolve disputes, and maintain order in the complex web of global relations. Without the assurance that agreements will be honored, international relations would be characterized by uncertainty and instability. *Pacta sunt servanda* is not the exclusive concept predicated on the diligent fulfilment of responsibilities established in a treaty provision. This principle reflects the importance of honoring commitments made between sovereign states and forms the cornerstone of the international legal order.

However, the interpretation and application of *pacta sunt servanda* have been subject to varying perspectives among legal scholars, leading to nuanced definitions that reflect the evolving nature of international relations. *Pacta sunt servanda* embodies the idea that states are bound by the agreements they voluntarily enter into. This principle is enshrined in Article 26 of the Vienna Convention on the Law of Treaties (VCLT), which states that “*Every treaty in force is binding upon the parties to it and must be performed by them in good faith*”⁸. The normative force of this principle lies in its role as a stabilizing force in the anarchic realm of international relations.

In this chapter the researcher also used two theoretical frameworks to explain the variables in the study. One of the theoretical frameworks is the institution theory. Institutional theory posits that institutions, defined as formal and informal rules, practices, and cultural norms, are critical in shaping behavior within a given social context. These institutions provide a framework for individuals and organizations, influencing their actions, decisions, and responses to external stimuli. The theory distinguishes between three types of institutional isomorphism: coercive (resulting from external pressures), mimetic (emulating successful models), and normative (adoption based on shared values).

Some of the proponents of this theory developed the concept of institutional isomorphism in their work "Institutionalized Organizations." He emphasized the role of institutions in promoting stability and coherence in social systems. Some also expanded the theory by examining institutional isomorphism in the context of organizational fields. They explored how organizations within a field converge toward similar structures and practices to gain legitimacy. While institutional theory offers valuable insights into the influence of institutions on human behavior, it is not without its critiques. One major critique lies in its deterministic tendencies, potentially overlooking

agency and the capacity for individuals and organizations to actively shape institutions. Critics argue that the theory might downplay the role of human intentionality and innovation in influencing institutional change.

Moreover, institutional theory has faced challenges in explaining the dynamics of institutional change. The theory's emphasis on stability and isomorphism may not fully capture the complexity and unpredictability of societal transformations. In rapidly changing environments, the theory's focus on stability may hinder its ability to explain instances of institutional disruption and innovation. Another critique revolves around the theory's generalization of institutions as homogeneous and monolithic entities. In reality, institutions can vary widely in their structures and functions, and the theory may oversimplify their diverse manifestations.

The third chapter of this research is about the methodology used in gathering data. The study adopted survey research design. Survey research design is suitable for this study because it allows for the collection of data from a large sample of individuals involved in international sports arbitration in Nigeria. Surveys can help gather information on compliance challenges, legal reforms, and institutional solutions related to the principle of "Pacta Sunt Servanda" in sports arbitration. This method can provide valuable insights into the opinions, attitudes, and experiences of stakeholders, such as sports clubs, athletes, and arbitration institutions, which can help identify key issues and potential solutions. However, a total number of 120 respondents was targeted to achieve the objectives of this study. In the end, a total number of 115 respondents was achieved.

The fourth chapter of the study is on discussion of findings of the previous chapter. The findings from the distribution of respondents on compliance challenges within Nigerian

sporting clubs reveal several key insights into the factors that hinder effective compliance with international sports arbitration awards. The most common challenge identified is financial constraints, with 33.0% of respondents citing it as a significant issue. This suggests that financial resources are a crucial factor in implementing the awards effectively, aligning with existing literature that highlights the importance of adequate funding for successful arbitration outcomes. Lack of awareness about the awards is also a notable challenge, with 22.6% of respondents indicating this as a barrier. This highlights the importance of communication and education efforts to ensure sporting stakeholders are informed about the awards' requirements and benefits, which is consistent with studies emphasizing the role of communication in improving compliance.

5.2 Conclusion

In conclusion, the findings from the distribution of respondents on compliance challenges, their manifestations, and factors contributing to these challenges within Nigerian sporting clubs reveal several critical insights. Financial constraints, lack of awareness about awards, resistance from stakeholders, and legal complexities emerge as significant challenges that hinder effective compliance. These challenges underscore the importance of adequate financial resources, communication efforts, stakeholder engagement strategies, and legal support in ensuring successful implementation of awards.

Moreover, the mixed views on the legal and regulatory framework highlight the need for improvements to enhance the enforcement of international sports arbitration awards. Factors such as the availability of competent judicial authorities, clarity of laws, and the pro-arbitration stance of courts are seen as crucial in facilitating sport arbitration in

Nigeria. Strengthening *pacta sunt servanda* and implementing institutional solutions such as compliance monitoring mechanisms, internal policies, and legal guidance are identified as key strategies to improve compliance within Nigerian sporting clubs. These findings provide valuable insights for policymakers, sports administrators, and stakeholders seeking to enhance compliance and governance in the Nigerian sports industry.

5.3 Recommendations

Based on the findings of this study, the following recommendations are made:

1. **Enhanced Financial Support:** To address the challenge of financial constraints, sporting clubs in Nigeria should explore avenues for increased funding. This could include seeking sponsorship deals, partnerships, or grants specifically targeted at supporting compliance with arbitration awards.
2. **Comprehensive Awareness Campaigns:** To overcome the lack of awareness about awards, clubs should implement robust communication and education campaigns. This could involve disseminating information through various channels such as social media, newsletters, and workshops to ensure stakeholders are well-informed about the requirements and benefits of arbitration awards.
3. **Stakeholder Engagement Strategies:** Given the resistance from stakeholders, clubs should develop effective engagement strategies. This could involve fostering a culture of openness and collaboration, providing clear communication channels for feedback, and addressing concerns through dialogue and negotiation.

4. **Legal Support and Compliance Training:** To navigate legal complexities, clubs also should consider engaging legal advisors with expertise in sports arbitration. Additionally, providing compliance training for club officials, players, and other stakeholders can enhance understanding and compliance with arbitration processes.
5. **Institutional Compliance Framework:** Establishing compliance monitoring mechanisms and internal policies tailored to the club's structure and culture can help ensure ongoing compliance. This could involve regular audits, the appointment of compliance officers, and the development of clear procedures for addressing non-compliance issues.

5.4 Contribution to Knowledge

The findings presented in the study contribute significantly to the existing body of knowledge in several ways. Firstly, the identification of financial constraints, lack of awareness, stakeholder resistance, and legal complexities as major challenges provides a detailed understanding of the obstacles faced by sporting clubs in Nigeria. This detailed analysis can inform policymakers, sports administrators, and stakeholders about the specific areas that need attention to improve compliance with arbitration awards.

Secondly, the recommendations offered, including enhanced financial support, comprehensive awareness campaigns, stakeholder engagement strategies, legal support, and institutional compliance frameworks, offer practical solutions to address these challenges. These recommendations provide a roadmap for sporting clubs and relevant stakeholders to enhance compliance and governance practices, ultimately contributing to improved decision-making, transparency, and effectiveness within the Nigerian sports industry.

5.5 Suggestion for Further Study

Further research on similar study could delve deeper into the specific strategies and strategies that sporting clubs can employ to overcome financial constraints and enhance compliance with sport arbitration in the fulfilment of their obligation. Additionally, exploring the role of cultural factors in shaping compliance behavior within Nigerian sporting clubs could provide valuable insights. Furthermore, investigating the effectiveness of different communication and education campaigns in raising awareness about arbitration awards and improving compliance could offer practical guidelines for clubs. Lastly, studying the impact of improved legal frameworks and enforcement mechanisms on compliance levels in the sports industry could provide valuable evidence for policymakers and sports administrators.

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Appendix

Questionnaire

Dear Respondents, the questionnaire is designed to get information about Principle of "Pacta Sunt Servanda" in football Arbitration, Compliances among selected clubs in South-South Nigeria

You are required to be honest. Please endeavor to complete the questionnaire by ticking the correct answer (s) and supply the information required where necessary. Your response will be confidentially treated.

Thanks for your co-operation.

Part A: Socio Characteristics of Respondents

Please tick () the appropriate options below:

1. Gender: A. Male { } B. Female { }
2. Age: Under 18 [] B. 18-25 [] C. 25-35 [] D. 36-45 [] E. 56 and Above []
3. Level of Education: A. Primary/Secondary School [] B. ND/HND { }. C. BSc { } D. MSc { }

4. Marital status: A. Single { } B. Married { } C. Divorce { }

Part B

1. **What are the primary compliance challenges faced by Nigerian sporting clubs in adhering to international arbitral awards, and how do these challenges manifest in practice?**
 - a. (A-) Financial Constraints
 - b. (A-) Legal and Regulatory Barriers
 - c. (A-) Lack of Awareness/Understanding
 - d. (A-) Administrative Inefficiencies
 - e. (A-) Other (please specify) _____
2. **To what extent do legal and regulatory frameworks in Nigeria facilitate or hinder the enforcement of international sports arbitration awards?**
 - a. (A-) Strongly Facilitate
 - b. (A-) Facilitate
 - c. (A-) Neutral
 - d. (A-) Hinder
 - e. (A-) Strongly Hinder
3. **To what degree would the successful strengthening of the "Pacta Sunt Servanda" principle benefit Nigerian sporting clubs, the domestic sports industry, and Nigeria's global sports reputation?**
 - a. Very Beneficial
 - b. Beneficial
 - c. Neutral
 - d. Not Beneficial
 - e. Detrimental
4. **How can institutional solutions be tailored to the specific needs of Nigerian sporting clubs to enhance their compliance with international arbitral awards, and what are the key components of these solutions?**
 - a. Financial Support Programs
 - b. Legal Advisory Services
 - c. Administrative Training
 - d. Improved Governance Structures
 - e. Other (please specify) _____
5. **To what extent do government-owned football clubs in Nigeria adhere to the principle of "Pacta Sunt Servanda" in their contractual obligations?**
 - a. Always
 - b. Often
 - c. Sometimes
 - d. (A-) Rarely
 - e. (A-) Never
6. **What institutional frameworks are in place to enforce the principle of "Pacta Sunt Servanda" in football arbitration within football clubs in Nigeria?**
 - a. National Arbitration Bodies
 - b. International Arbitration Bodies
 - c. Football Associations
 - d. Government Agencies
 - e. Other (please specify) _____

7. **What are the main challenges faced by football clubs in Nigeria in adhering to the principle of "Pacta Sunt Servanda"?**
- Financial Instability
 - Poor Management
 - Lack of Enforcement Mechanisms
 - Inadequate Legal Frameworks
 - Other (please specify) _____
8. **How do these challenges affect the overall contractual stability and trust in the football arbitration process?**
- Very Positively
 - Positively
 - Neutral
 - Negatively
 - Very Negatively
9. **What are the consequences of non-compliance with the principle of "Pacta Sunt Servanda" for government-owned football clubs in South-South Nigeria?**
- Legal Penalties
 - Financial Losses
 - Reputation Damage
 - (D-) Loss of Player Trust
 - Other (please specify) _____
10. **How does non-compliance impact the reputation, financial stability, and performance of these clubs?**
- Very Positively
 - Positively
 - Neutral
 - Negatively
 - Very Negatively
11. **What role do local and international football arbitration bodies play in enforcing the principle of "Pacta Sunt Servanda" in Nigeria?**
- Crucial Role
 - Significant Role
 - Moderate Role
 - Minor Role
 - No Role
12. **How effective are these bodies in resolving disputes and ensuring adherence to contractual agreements?**
- Very Effective
 - Effective
 - Neutral
 - Ineffective
 - Very Ineffective
13. **What policy and regulatory changes can be implemented to improve compliance with the principle of "Pacta Sunt Servanda" among selected football clubs in South-South Nigeria?**
- Stricter Penalties for Non-Compliance
 - Enhanced Monitoring and Regulation

- c. Increased Financial Support
 - d. Improved Legal Frameworks
 - e. Other (please specify) _____
- 14. How can stakeholders (e.g., government, football associations, clubs) collaborate to enhance contractual integrity and arbitration outcomes?**
- a. Regular Training and Workshops
 - b. Establishing Clear Guidelines
 - c. Strengthening Legal Support Systems
 - d. Creating Joint Task Forces
 - e. Other (please specify) _____

These questions and answer choices should provide comprehensive insights into the challenges, effectiveness, and potential improvements related to the enforcement of "Pacta Sunt Servanda" in football arbitration among selected clubs in South -South Nigeria

Appendix II

The debt profile, as determined by the Arbitration Committee's decisions on September 18, 2015, is as follows:

| | |
|--------------------------|-------------|
| 1. Enyimba FC | N8,890,000 |
| 2. 3SC | N1,150,000 |
| 3. Kano Pillars | N920,000 |
| 4. Dolphin FC | N21,315,000 |
| 5. Tornadoes FC | N22,064,000 |
| 6. Wikki Tourists | N31,040,000 |
| 7. Sunshine FC | N2,100,000 |
| 8. Rangers International | N10,193,000 |
| 9. Warri Wolves | N18,287,500 |
| 10. Heartland FC | N11,797,000 |

| | |
|--------------------------------|-------------|
| 11. Kwara United | N16,555,000 |
| 12. Sharks FC | N4,3000,000 |
| 13. Insurance FC | N25,101,000 |
| 14. Unicem | N9,355,000 |
| 15. Bayelsa United | N6,005,000 |
| 16. Elkanemi Warriors | N8,307,000 |
| 17. Akwa United | N1,990,000 |
| TOTAL = N212,013,500.00 | |

Additionally, Comrade Popo also gave the second batch of debts, based on the Arbitration Committee's decisions from December 18-20, 2009, and May 10-12, 2010, is as follows:

| | |
|---------------------------|--------------|
| 18. Bayelsa United | N4,260,000 |
| 19. Kwara United | N36,150,000 |
| 20. Nasarawa United | N182,544,000 |
| 21. Rangers International | N10,193,000 |
| 22. Sharks FC | N950,000 |
| 23. Bayelsa United | N900,000 |
| 24. Akwa Starlet | N27,850,000 |
| 25. 3SC | N15,476,000 |
| 26. Sunshine FC | N3,5000 |
| 27. Akwa United | N47,050,000 |
| 28. Gombe United | N16,500.000 |
| 29. Jigawa FC | N4,300,000 |

| | |
|--------------------------------|-------------|
| 30. Mighty Jets | N3,900,000 |
| 31. Kaduna United | N6,050,000 |
| 32. Insurance FC | N18,000,000 |
| 33. Crown FC | N4,104,000 |
| 34. Dolphin FC | N5,574,000 |
| 35. Gateway FC | N1,260,000 |
| TOTAL = N388,561,000.00 | |

Bio-data

A. Personal Data

Full Name: Aminu Osizemete YUSUFF

Address: 2 Onyeosi Street, off Oluwalogbon Street, Ketu Lagos

E-mail: yusuph@gmail.com

Phone No: +2348033036690

Date of Birth: May 1, 1965

Place of Birth: Lagos State

Nationality: Nigerian

Next of Kin: Mariamu Ielede Yusuf

Address: 2 Onyeosi Street, off Oluwalogbon Street, Ketu Lagos

B. Educational Background

Educational Institutions Attended with Dates and Qualifications

- MSc. International Law and Diplomacy (In view)

- B.Sc (Hons) Political Science- Caleb University, Imota Lagos. (2021)

C. Working Experience with Dates

| | |
|----------------|--|
| 2010-2014 | -Club's Football Agent- Remo Stars F.C, Ogun State. |
| 2010-2012 | -Partners Italian Lawyers-Nilo Effori and Cristiano Novazio |
| 2012- 2014 | -Club's Football Agent-Kano Pillars F.C Kano State. |
| 2012-2013 | -Club's Football Agent- Mighty Jets F.C Jos. |
| 2012-2013 | -Club's Football Agent- Juth F.C Jos Plateau State. |
| 2012-2013 | -Club's Football Agent –F.C Abuja Abuja. |
| 2014 till date | -Club's Football Agent- Remo Stars F.C, Ogun State. |
| 2014-2017 | -Director Players Management Ondo State Football Agency Clubs Intermediary Sunshine Stars Football Club and Sunshine Queens Football Club. |
| 2020-till date | Consultant Clubs Intermediary Akwa United Football Club, Uyo, Akwa Ibom State. |
| 2010-till date | -May Soccer Agency, Lagos. |

E. Publications

None yet

Signature

Date

The University Compliance Certification

This is to certify that, this thesis written by Aminu Osizemete YUSUFF with matriculation number LCU/PG/003146 in the Department of Politics and International Relations in the Faculty of Management and Social Sciences, Lead City University, Ibadan is in full compliance with the approved University format and style.

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Date

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