

# ADDRESSING HUMAN RIGHTS RISKS THROUGH MEGA-SPORTING LEGISLATION: A COMPARISON BETWEEN THE RUSSIAN AND QATARI FIFA WORLD CUPS

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## ABSTRACT

*Mega-sporting events (MSEs) are predicated on host state agreements between sport governing bodies (SGBs), such as the International Olympic Committee (IOC) and FIFA. Given the non-state nature of SGBs, the agreement in question is contractual, which in turn requires the host state to adopt a significant number of legislative reforms in a variety of areas, including human rights and related labor reforms. Host states typically adopt a broader implementing law, in addition to other sectoral reforms. This Article examines FIFA implementing the laws of two recent host states, namely Russia and Qatar, in order to demonstrate how Qatar undertook extensive labor reforms and human rights risk assessments, while the Russian authorities were in many cases happy with reneging on existing constitutional human rights guarantees in order to facilitate their construction obligations under the host state agreements. For Qatar, the FIFA World Cup was part of a larger developmental project where conformity with major labor standards and human rights was a priority and very much a legacy objective, whereas for the Russian government this was certainly not the case. To a larger degree, this Article demonstrates that MSE can produce deep-rooted legislative reforms that can have a long-term impact on human*

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*rights in a way that implementing legislation following the ratification of a human rights treaty cannot.*

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## INTRODUCTION

The body of transnational law regulating the bidding and awarding of mega sporting events—the FIFA World Cup in the case at hand—is chiefly predicated on the host state agreement with FIFA.<sup>1</sup> The host state agreement is a binding contract subject to the law of a particular state and contains a set of obligations for both the host state and FIFA.<sup>2</sup> It has to be emphasized from the outset that the host state agreement is the key instrument underlying each and every FIFA competition, both in the women’s and the men’s events.<sup>3</sup> It supersedes even the law of the host state and that is precisely the reason that host states, as was the case with Qatar, are obliged to adopt a law that implements obligations arising directly out of the host state agreement.<sup>4</sup> The FIFA Statutes<sup>5</sup> are equally important, but naturally they do not bind the host state if they are not incorporated in the host state agreement.<sup>6</sup> It would be self-defeating if FIFA failed to include its Statutes in host state agreements. By incorporating them in host state agreements, said

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1. FIFA, *Fifa World Cup 2034™: Overview of Hosting Requirements* 1, 13 (2023).

2. Nawaf Mutwalli, *Beyond the Game: The Legal Process of Hosting FIFA’s World Cup and Club World Cup*, U. PA. CAREY L. ENT. & SPORTS L. SOC’Y (Jan. 24, 2025), <https://upennesls.com/blog/vhj60qf6yb9onl28fmd85nj0kph18x#:~:text=Guarantees:%20Host%20nations%20must%20provide,and%20financial%20backing%20for%20shortfalls.>

3. See generally Mutwalli, *supra* note 2 (explaining that Host City Agreements are “required from all cities in the host nation that would like to host one or more matches of the tournament . . . .”); see also *Twelve Candidate Host Cities Begin Selection Process for the FIFA Women’s World Cup 2027*, INSIDE FIFA (Sept. 3, 2024, at 8:30 AM), <https://inside.fifa.com/womens-football/news/twelve-candidate-host-cities-begin-selection-process-for-the-fifa-womens-world-cup-2027>.

4. See generally MODERN L., *Commentary on Law No. 10/2021 Measures for Hosting FIFA World Cup Qatar*, ESSA AL SULAITI L. FIRM 1, 3 (2022) (“The Chairman of the Security Committee has the power to suspend some of the provisions of the laws in force in the State of Qatar during the tournament, in accordance with the tournament hosting agreement and the Government Guarantees.”).

5. *FIFA Statutes: Regulation Governing The Application of the Statutes & Standing Orders of Congress*, FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION 10, 46–47, 65 (2022), [https://digitalhub.fifa.com/m/3815fa68bd9f4ad8/original/FIFA\\_Statutes\\_2022-EN.pdf](https://digitalhub.fifa.com/m/3815fa68bd9f4ad8/original/FIFA_Statutes_2022-EN.pdf) [hereinafter *FIFA Statutes*].

6. ADDENDUM TO HOSTING AGREEMENT FIFA WORLD CUP 2026, CITY OF VANCOUVER 1, 28 (2025), <https://vancouver.ca/files/cov/city-of-vancouver-proactive-release-fifa-july-21-2025.pdf>.

Statutes become binding on the host state by a process that is known in contract law as ‘incorporation by reference’ (namely that they are binding precisely because the parties specifically contained them in their host agreement).<sup>7</sup>

Since the host state agreement is the cornerstone of FIFA World Cups, it is important for all stakeholders to negotiate the best possible terms for their camp. Although there is never a win-win situation, FIFA has an advantage over host states because it is the entity that ultimately decides who hosts the event.<sup>8</sup> As a result, it can impose more favorable terms. However, the key contractual risk for FIFA, even where it succeeds in imposing all of its desired terms and conditions, is that the host state may ultimately violate some of these terms, fail to deliver on time, or fall short of the required high specifications.<sup>9</sup> Claims for damages for breach of contract by the host state are not in any way sufficient for reputational harm to FIFA.<sup>10</sup> Consequently, it is important for FIFA to ensure not only that host states undertake the physical components of the agreement (i.e. the physical infrastructure) but also that their intangible infrastructure (i.e. human rights record, labor laws) is equally suitable to avoid external criticism.<sup>11</sup> This is also beneficial for

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7. See Robert Sroka, *Host Contract, Host Risk: Comparing the 2026 Fifa World Cup and LA 2028 Olympics*, INT'L SPORTS L.J. 112, 112 (2025), <https://link.springer.com/content/pdf/10.1007/s40318-025-00314-y.pdf> (discussing how host contracts for major international sporting events make external, technical and operational requirements binding on host governments through incorporation by reference).

8. FIFA, *Details Emerge on FIFA's Host City Agreement with N.Y. and N.J. for '26 World Cup*, SPORTS BUS. J. (May 13, 2024), <https://www.sportsbusinessjournal.com/Articles/2024/05/13/fifa-world-cup-host-city-agreements/>.

9. See Tomas Grell, *FIFA's Responsibility for Human Rights Abuses in Qatar – Part I: The Claims Against FIFA*, SPORTS INTEGRITY INITIATIVE (Mar. 3, 2017), <https://www.sportsintegrityinitiative.com/fifas-responsibility-human-rights-abuses-qatar-part-i-claims-fifa/>.

10. See Sroka, *supra* note 7, at 115–18 (examining the various contractual obligations of host states and SGBs and how potential breaches can lead to contractual claims); Graham Dunbar, *FIFA Acknowledges World Cup Hosting Bribes, Asks U.S For Cash*, ASSOCIATED PRESS (Mar. 16, 2016, at 9:00 AM), <https://apnews.com/general-news-d6b109be578c49b7bcf8d542daf5c158>.

11. See Clifford Chance, *The Promise of a Positive Legacy: The 2026 FIFA World Cup Host City Candidates' Human Rights Plans*, CTR. FOR SPORT & HUM. RTS., <https://www.cliffordchance.com/content/dam/cliffordchance/briefings/2022/03/the-promise-of-a-positive-legacy.pdf> (last visited Mar. 1, 2026); see also *Global: FIFA Should*

host states, and FIFA should use its regulatory/contractual experience from the Qatar World Cup for future events (particularly what kind of leverage for positive changes it can effectuate through its contractual prowess with host states).

Qatar and Russia raise two very distinct case studies concerning the intended or unintended aim of creating a lasting human rights legacy through the longer process of hosting a mega sporting event (MSE), namely the FIFA World Cup.<sup>12</sup> As will be demonstrated, both countries followed wholly different legacy trajectories. Russia, although a member of the European Convention of Human Rights, not only adopted World Cup legislation that reneged on its then constitutional and treaty-based human rights obligations but later went on to consolidate its aggressive war against its neighbor Ukraine.<sup>13</sup> Russian aggression is in fact so universally condemned that a specialized international criminal tribunal was recently set up to indict, arrest, and try top Russian officials for crimes connected with said aggression.<sup>14</sup> Even in the sphere of sport, Russian teams

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*Secure Human Rights Protections For 2030 and 2034 World Cups as Bidding Deadline Passes*, AMNESTY INT'L (Oct. 31, 2023), <https://www.amnesty.org/en/latest/news/2023/10/global-fifa-should-secure-human-rights-protections-for-2030-and-2034-world-cups-as-bidding-deadline-passes/>.

12. See generally Tirana Hassan, *Qatar: Events of 2022*, HUM. RTS. WATCH, <https://www.hrw.org/world-report/2023/country-chapters/qatar> (last visited Feb. 6, 2026); Minky Worden, *Russia's bloody World Cup*, HUM. RTS. WATCH (July 13, 2018, at 6:45 PM), <https://www.hrw.org/news/2018/07/13/russias-bloody-world-cup>.

13. Tom Ginsburg, *Article 2(4) and Authoritarian International Law*, 116 AM. J. INT'L L. UNBOUND 130, 131–33 (2022) (arguing that the Russian invasion of Ukraine, despite the seeming blatant disregard of world order, has in fact reinforced rather than rejected traditional norms); see Elena Chachko & Katerina Linos, *International Law after Ukraine: Introduction to the Symposium*, 116 AM. J. INT'L L. UNBOUND 124, 124–25 (2022) (examining responses and international law arguments from the Ukraine-Russia conflict); see also Kanstantsin Dzehtsiarou & Vassilis Tzevelekos, *Don't Bother Quitting, Because You're Fired: Russia's Expulsion from the Council of Europe*, 22 INT'L ORG. L. REV. 161, 163, 181, 184 (2025) (noting that despite Russia's claim that it terminated its participation, it was effectively expelled by the Council); see also Youth Human Rights Movement, *Restrictions on Human Rights as Justified by Major International Sports Events – Example of the FIFA World Cup in Russia*, ORG. FOR SEC. AND COOP. IN EUR., [https://www.osce.org/files/f/documents/4/5/394100\\_4.pdf](https://www.osce.org/files/f/documents/4/5/394100_4.pdf) (last visited Dec. 23, 2025) (finding that Russia's World Cup legislation restricted constitutional rights and deviated from its international human-rights obligations).

14. Directorate-General for Neighborhood and Enlargement Negotiations,

have been expelled from most international tournaments<sup>15</sup> and the Russian President is courting the likes of the North Korean regime.<sup>16</sup> And while it seemed that even under the autocratic President Vladimir Putin, Russia could have somehow been persuaded to adopt more extensive civil liberties, it was clear by the time of the 2018 FIFA World Cup that the country was not in any way interested in a human rights legacy.<sup>17</sup> It is unknown to what degree FIFA pushed for greater human rights protection in its negotiations with Russia, particularly because at the time the country won the bid to host the event, it had not yet launched its first assault on Ukraine.<sup>18</sup> FIFA might well have been under the

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*Statement by President von der Leyen at the joint press conference with Ukrainian President Zelenskyy*, EUR. COMM'N (Feb. 2, 2023), [https://enlargement.ec.europa.eu/news/statement-president-von-der-leyen-joint-press-conference-ukrainian-president-zelenskyy-2023-02-02\\_en](https://enlargement.ec.europa.eu/news/statement-president-von-der-leyen-joint-press-conference-ukrainian-president-zelenskyy-2023-02-02_en) (reporting President von der Leyen's announcement of the establishment of an International Centre for the Prosecution of the Crime of Aggression in the Hague and reaffirming the EU's commitment to holding Russia accountable for its aggression against Ukraine); see *International Centre for the Prosecution of the Crime of Aggression against Ukraine*, EUROJUST <https://www.eurojust.europa.eu/international-centre-for-the-prosecution-of-the-crime-of-aggression-against-ukraine> (last visited Feb. 6, 2026) (describing the ICPA as a judicial hub within EuroJust enabling joint investigation and evidence sharing among prosecutors to prepare future prosecution for the crime of aggression related to Russia's invasion of Ukraine); see also *Agreement between the Council of Europe and Ukraine on the Establishment of the Special Tribunal for the Crime of Aggression*, MINISTERS' DEPUTIES (June 24, 2025), [https://images.processopenaleegiustizia.it/f/sentenze/documento\\_WCXqi\\_ppg.pdf](https://images.processopenaleegiustizia.it/f/sentenze/documento_WCXqi_ppg.pdf) (establishing, through agreement between the Council of Europe and Ukraine, a Special Tribunal with jurisdiction to prosecute individuals bearing the greatest responsibility for the crime of aggression against Ukraine).

15. See Ilias Bantekas, *Sports Sanctions Against Russia Through the Lens of the Court of Arbitration for Sport*, 42 CARDOZO ARTS & ENT. L.J. 1, 4 (2024).

16. Ju-Min Park, *North Korea's Kim Vows Full Support for Russia Discusses Partnership with Putin*, REUTERS (Sept. 4, 2025, at 5:51 AM), <https://www.reuters.com/world/china/north-koreas-kim-vows-full-support-russia-discusses-partnership-with-putin-2025-09-04/>.

17. See generally ED BATES ET AL., RUSSIA, THE COUNCIL OF EUROPE AND THE EUROPEAN CONVENTION ON HUMAN RIGHTS: A TROUBLED MEMBERSHIP AND ITS LEGACY 117 (2025).

18. See Catherine Bolsover, *Off to Russia*, DEUTSCHE WELLE (Dec. 2, 2010), [https://www.dw.com/en/russia-celebrates-its-selection-as-world-cup-2018-hosts/a-6290686?utm\\_source](https://www.dw.com/en/russia-celebrates-its-selection-as-world-cup-2018-hosts/a-6290686?utm_source) (explaining that Russia won the bid to host the 2018 World Cup in 2010); Stepan Andriyovich Kryzhanivsky, *The Russian Invasion of Ukraine*, BRITANNICA (Nov. 11, 2025), <https://www.britannica.com/place/Ukraine/The-Russian-invasion-of-Ukraine> (noting that Russia launched its first full-scale invasion on

illusion that Russia was on its way to further democratization. As the pertinent Russian World Cup implementing law illustrates, the Russian authorities had no qualms about decreasing human rights and labor standards in an open and provocative manner.<sup>19</sup>

Qatar, on the other hand, presents a wholly different paradigm. It is now beyond doubt that the country intends to undertake deep-seated social and labor reform at all levels of its domestic labor relations.<sup>20</sup> Contrary to the legal traditions in the West, whereby the constitutional traditions of the Gulf Cooperation Council (GCC) states diverge markedly from those of Western liberal democracies in that socio-political aspirations are articulated not principally through entrenched constitutional rights provisions but rather through programmatic policy instruments known as ‘Visions.’<sup>21</sup> These are forward-looking national strategies—typically calibrated over one to two decades<sup>22</sup>—with the aim of setting out an agenda of key reforms and action plans.<sup>23</sup> As one of the present co-authors has examined at length elsewhere, Qatar’s successive iterations of the Qatar National Vision (QNV) have accorded a central position to sports infrastructure and mega-sporting events as instruments of

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Ukraine in February 2022); *Explainer: Why Human Rights Matter at the World Cup*, AMNESTY INT’L (June 14, 2018), <https://www.amnesty.org/en/latest/news/2018/06/why-human-rights-matter-at-the-russia-world-cup/>.

19. *New “FIFA” Laws Strip World Cup Workers’ Rights in Russia*, INT’L TRADE UNION CONFEDERATION (Oct. 9, 2013), <https://www.ituc-csi.org/new-fifa-laws-strip-world-cup>.

20. See Paul M. Brannagan et al., *Mass Social Change and Identity Hybridization: The Case of Qatar and the 2022 FIFA World Cup*, 30 GLOBAL STUD. CULT. & POWER 1, 2, 4–5, 11, 15 (2023) (noting that the FIFA World Cup transformed Qatari cultural identity).

21. QATAR NATIONAL VISION 2030, GEN. SECRETARIAT FOR DEV. PLAN. (2008), [https://www.npc.qa/en/QNV/Documents/QNV2030\\_English\\_v2.pdf](https://www.npc.qa/en/QNV/Documents/QNV2030_English_v2.pdf) (last visited Dec. 23, 2025); see also Ilias Bantekas, *Legislating Through Policy Statements: The Authority of National Visions in the Arabian Gulf*, 44 STAT L. REV. 1, 4–5 (2023).

22. Eleni Polymenopoulou, *Human Rights in the Six States of the Gulf Cooperation Council (GCC): from Vision to Reality*, 3 CARDOZO INT’L & COMPAR. L. REV. 929, 931 (2020) (noting that the strategies undertaken by Gulf States in realizing their “Visions” spans over 2030, 2035, and 2040).

23. See QATAR NATIONAL VISION 2030, *supra* note 21 (noting that the Vision’s stated purpose is to guide implementation through the National Strategy, which sets concrete development goals, plans and programs, and calls for institutional and organizational reform).

national development and international engagement.<sup>24</sup> The 2022 FIFA World Cup emerged directly from this strategic orientation, serving as a vehicle through which Qatar advanced its broader objectives in what has come to be characterized as sports diplomacy.<sup>25</sup> It was through the exigencies of the bidding and hosting process that Qatari society underwent an accelerated engagement with international human rights norms, catalysing legislative and institutional changes of an unprecedented scope.<sup>26</sup> Labor reform is just one, albeit one should also point out the advent of a sports culture as part of Qatari identity.<sup>27</sup> This Article will go on to show that while the staging of the Russian World Cup very much lacked any element of legacy, and was clearly aimed at attracting legitimacy, Qatar made a conscientious effort to modernize and adapt long-standing laws and traditions with a

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24. See Nadine Scharfenot, *Urban Development and Social Change in Qatar: The Qatar National Vision 2030 and the 2022 FIFA World Cup*, 2 J. ARABIAN STUD. 209, 215 (2012) (noting that Qatar has invested roughly \$2.8 billion in sports infrastructure and institutions); see also *Qatar National Development Strategy 2011–2016: Summary of Programmes*, QATAR GEN. SECRETARIAT FOR DEV. PLAN. 5, 6, 44, 56, 61, 196, 199 (2011), [https://www.npc.qa/en/planning/Documents/nds1/NDS\\_ENGLISH\\_SUMMARY.pdf](https://www.npc.qa/en/planning/Documents/nds1/NDS_ENGLISH_SUMMARY.pdf) (explaining that Qatar's National Development Strategy 2011–2016, aligned with the Qatar National Vision, identifies hosting the FIFA World Cup and investing in sports as key drivers of social development, global reputation, and economic diversification). For a detailed examination of the relationship between Qatar's National Vision, mega-sporting event construction, and the resulting social transformation, including the evolution of the Workers' Welfare Standards and the introduction of quasi-collective labor rights. See Ilias Bantekas, *Rapid Social Transformation Through Mega-Sporting Construction*, 52 FORD. URB. L.J. 756 (2025). The present article builds on that analysis by situating Qatar's reforms within a comparative framework alongside Russia's divergent approach to the human rights dimensions of FIFA World Cup hosting.

25. Paul Michael Brannagan & Richard Giulianotti, *Soft Power and Soft Disempowerment: Qatar, Global Sport and Football's 2022 World Cup Finals*, 34 LEISURE STUD. 703, 706–07, 711, 715 (2014).

26. Graham Dunbar, *After Hosting World Cup, Qatar Praised by UN Rights Body for Labor Law Reforms But Urged to Do More*, ASSOCIATED PRESS (Nov. 12, 2024, at 12:51 PM), <https://apnews.com/article/qatar-un-human-rights-council-world-cup-474ac2d29de3693b15688eb6dd83769b>.

27. See Al Meezan, *Law No. 13 of 2008 on the Contribution by Certain Companies Towards Social and Sports Activities*, QATAR LEGAL PORTAL, <https://www.almeezan.qa/LawArticles.aspx?LawTreeSectionID=12633&lawId=3960&language=en> (last visited Dec. 23, 2025) (requiring listed companies to allocate 2.5% of their annual net profits to a fund supporting sports, cultural, and charitable activities, reflecting the state's promotion of sports as part of their national identity).

view to creating a legacy for its own people and the region as a whole.<sup>28</sup>

## II. RUSSIA'S INDIFFERENCE TO CREATE A HUMAN RIGHTS LEGACY

The 2018 FIFA World Cup (FWC) in Russia occurred at a time when the country faced significant human rights challenges, including suppression of activism by human rights organizations.<sup>29</sup> According to Human Rights Watch, Russia engaged in relentless repression and crackdowns targeting human rights activists seeking reprieve for the victims of violations.<sup>30</sup> This was exacerbated by a highly politicized justice system and a restrictive legal framework.<sup>31</sup> Human rights defenders were subjected to various forms of repression. Political figures who opposed the then-existing political and governance system equally faced heavy-handed prosecution for expressing dissent, even when their criticism concerned human rights abuses.<sup>32</sup> Such repression was reinforced through a collection of legal frameworks and policies designed to limit foreign influence, with justifications derived from international law on state sovereignty.<sup>33</sup> In a different study targeting Russian laws that are relevant to human rights issues during the MSE, Meir and others

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28. Ilias Bantekas & Marko Begovic, *The 2022 FIFA World Cup as a Catalyst for Labor Standards of Sport Professionals? A New Institutional Theory Perspective*, 14 NOTRE DAME J. INT'L & COMPAR. L. REV. 1, 2, 14–15, 23 (2024); see Ilias Bantekas, *Migrant Labor Reforms as Human Rights Legacy of the 2022 FIFA World Cup*, 41 WIS. J. INT'L L. 290, 291, 306, 322–24 (2024) (noting that Qatar's World Cup preparation initiated major legal and cultural reforms aimed at embedding human rights standards).

29. Worden, *supra* note 12.

30. *Id.* (discussing that Russia faced severe human rights abuses, including the repression of activists, unsafe labor conditions, and attacks on independent groups).

31. See Konstantin Baranov, *Laws of Attrition: Crackdown on Russia's Civil Society after Putin's Return to the Presidency*, HUM. RTS. WATCH 1, 22, 37–39, 42–68 (2013), [https://www.hrw.org/sites/default/files/reports/russia0413\\_ForUpload\\_0\\_0.pdf](https://www.hrw.org/sites/default/files/reports/russia0413_ForUpload_0_0.pdf) (discussing how Russia's adoption of the “Foreign Agents,” “Treason,” and “Dima Yakovlev” laws, along with restrictions on public assemblies and internet content restrictions, grants authorities broad discretion to target NGOs and human rights activists).

32. *Id.* at 60–68.

33. Samuel Rebo, *FARA in Focus: What Can Russia's Foreign Agent Law Tell Us About America's*, 12 J. NAT'L SEC. L. & POL'Y (forthcoming July 25, 2021) (manuscript at 7, 12–13, 15, 38–39, 41) (on file with author).

asserted that the “human rights violations and repressive laws that deny the rights of Lesbian, Gay, Bisexual, Transgender (LGBT) communities, NGOs, journalists, and political dissidents have caused furor in the West, with Russia rejecting criticism by international institutions as encroaching on its sovereignty.”<sup>34</sup>

To facilitate the infrastructural developments necessary for the MSE, host countries have to acquire land.<sup>35</sup> In some cases, changes to existing land-use plans may be required, including the appropriation of private and public land resources.<sup>36</sup> Chapter 12 of the Russian World Cup Law (RWCL) addresses the provisions relating to the regulation of activities associated with urban planning, and other associated activities that have implications for the displacement of locals.<sup>37</sup> Article 27(2) of the RWCL states that:

The project for planning the territory for the placement of stadiums for the preparation and holding of sports competitions, the financing of the construction and (or) reconstruction of which is provided for in full or in part at the expense of the federal budget or in full at the expense of legal entities, shall be approved by the Government of the Russian Federation upon the submission of the federal executive body exercising functions for the

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34. Henk Erik Meier et al., *Politicization of a Contested Mega Event: The 2018 FIFA World Cup on Twitter*, 9 COMM’N & SPORT 785, 790 (2021).

35. Adriana Alarcon, *Nuevo Leon Prepares for 2026 World Cup, Boosts Infrastructure*, MEX. BUS. NEWS (Feb. 7, 2024, at 10:30 AM), <https://mexicobusiness.news/infrastructure/news/nuevo-leon-prepares-2026-world-cup-boosts-infrastructure>.

36. See generally Clarice Oliveira & Maria Misoczky, *Urban Entrepreneurialism in Fifa World Cup Host Cities: The Case of Porto Alegre*, 23 ORGANIZAÇÕES & SOCIEDADE 624 (2016), <https://www.redalyc.org/journal/4006/400647450007/html/>.

37. Федеральный закон “О подготовке и проведении в Российской Федерации чемпионата мира по футболу FIFA 2018 года, Кубка конфедераций FIFA 2017 года, чемпионата Европы по футболу UEFA2020 года и внесении изменений в отдельные законодательные акты Российской Федерации [*Federal Law of the Russian Federation on the Preparation and Holding in the Russian Federation of the 2018 FIFA World Cup, the 2017 FIFA Confederations Cup, the 2020 UEFA European Football Championship, and Amendments to Certain Legislative Acts of the Russian Federation*], Sbornik Zakonodatel’sтва Rossiiskoi Federatsii [SZ RF] [Russian Federation Collection of Legislation] June 7, 2013, 108-FZ, art. 27 (Russ.) [hereinafter Federal Law No. 108-FZ].

development of state policy and normative-legal regulation in the sphere of construction, architecture, and urban development.<sup>38</sup>

Article 27(4) of the same law makes it possible for the existence of infrastructure in locations other than those specifically designated for the World Cup, as long as this was deemed necessary for the success of the MSE.<sup>39</sup> Consequently, the Organizing Committee was authorized to effectively displace people without consultation. When applied together with Article 27(5)-(6) of the RWCL, the government possesses authority to acquire and utilize any land resources without regard for their current use as long as it deems such action necessary for the success of the event.<sup>40</sup> There was nothing in these provisions to ensure that the change in planning did not lead to the displacement, chiefly through evictions of the local population.<sup>41</sup> This has been a matter of concern for previous World Cup events, particularly as space is scarce in large urban centers. Furthermore, Article 27(7) provided for fast-tracking the process of documenting any land earmarked for MSE-related infrastructural development.<sup>42</sup> The speedy process, which was limited to a month, reduced the ability of those affected to object to the seizure of attached land.<sup>43</sup>

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38. *Id.* art. 27, § 2.

39. *Id.* art. 27, § 4 (“The placement of infrastructure facilities not specified in Part 2 of this Article may be provided for in the documentation on the planning of the territory or in decisions on the approval of the layout of the land plot or land plots on the cadastral plan of the territory (hereinafter referred to as the layout of the land plot).”).

40. *Id.* art. 27, §§ 5–6.

41. Daniela Heerdt, *Addressing Human Rights Abuses at Mega-Sporting Events: A Shared Responsibility in Theory and Practice*, 4 FRONTIERS IN SPORTS & ACTIVE LIVING 1, 1 (2023) (discussing how World Cups have been linked to human rights abuses such as forced evictions of local populations); *see also* Federal Law No. 108-FZ, *supra* note 37, art. 27, §§ 5–6 (discussing how the government has the authority to use whatever land resources are necessary for the success of an event).

42. *Id.* art. 27, § 7.

43. *Id.* (discussing that the marking of land for infrastructure development is not to exceed one month); *see also* Martin Müller, *How Mega-Events Capture Their Hosts: Event Seizure and the World Cup 2018 in Russia*, 38 URB. GEOGRAPHY 1113, 1126 (2015) (discussing how art. 27 eliminated the requirement of public hearings for land seizures).

Additional provisions under Article 27(8) of the RWCL signified the lack of predisposition to consider human rights risks as a relevant concern during the phases of the MSE life cycle. It emphasized that:

If, within the period established by Part 7 of this Article, the coordination of the documentation on the planning of the territory for the placement of infrastructure facilities not specified in Part 2 of this Article is not carried out, as provided for in Part 6 of this Article, or comments on this documentation are not submitted, it shall be considered to be agreed upon.<sup>44</sup>

Finally, and more importantly, Article 27(9) of the RWCL eliminated the need for public consultation concerning decisions on the allocation of territories and documentation of those decisions.<sup>45</sup> Paragraph 9 stipulated that “[D]ocumentation on the planning of the territory for the placement of infrastructure facilities is approved without public discussions or public hearings.”<sup>46</sup>

The provisions complement and supplement the structural barriers to public participation that are built into the law, such as the fast-tracking of the seizure process, as outlined under Articles 27(7) and 27(8) of the law.<sup>47</sup> It is now clear that the entire procedure through which land could be allocated for MSE-related infrastructure was predicated on legal loopholes. For instance, under Article 27(11) of the RWCL, if an MSE-related infrastructural development was allocated to land previously set aside for other purposes, the previous plans would be set aside in preference for the MSE-related plans.<sup>48</sup> Articles 27(10) and 27(12) served to eliminate the procedures established by law on the use of permitted land plots.<sup>49</sup> Article 27(13) extended the power of

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44. Federal Law No. 108-FZ, *supra* note 37, art. 27, § 8.

45. *Id.* art. 27, § 9.

46. *Id.*

47. *Id.* art. 27, §§ 7, 8.

48. *Id.* art. 27, § 11.

49. *Id.* art. 27, §§ 10, 12.

examining the documentation of facilities (other than key infrastructure, such as stadia) and other key details, such as financing plans included in the federal budget, to agents of the local Organizing Committee established in Russia.<sup>50</sup> These agents could also examine the procedures for submission of design documentation.<sup>51</sup> In a country with sub-optimal governance standards and political influence in state corporations, these provisions should have been viewed as generating loopholes that could lead to corruption.<sup>52</sup> The pertinent authority in the RWCL were viewed as amendments to existing law, which inherently provided for the protection of human rights, particularly the right to property and the natural environment.<sup>53</sup> It should not, however, be thought that only property rights were affected; basic fundamental rights were also violated, including the right to protest, liberty of person, fair trial and many others.<sup>54</sup> As regards the violation of property rights in particular, Article 28(1) of the Urban Development Code of the Russian Federation stipulated that “in order to respect the human right to favourable living conditions, the rights and legitimate interests of right holders of land and capital construction projects, public hearings on draft master plans, including changes to them (hereinafter - public hearings), with the participation of residents of settlements, urban districts are mandatory.”<sup>55</sup>

Under Article 25 of the RWCL, FIFA and associated actors absolved themselves of any and all liability in the form of

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50. *Id.* art. 27, § 12.

51. *Id.*

52. COMM’N ON SEC. AND COOP. IN EUR., *2018 World Cup: The Beautiful Game and an Ugly Regime* 1, 3 (2018), <https://www.csce.gov/wp-content/uploads/2018/05/Russia-World-Cup-Design-FINAL.pdf> (describing how government corruption led to the creation of poor infrastructure for the 2018 FIFA World Cup); Olof Björnsson, *The 2018 FIFA World Cup in Russia: Sponsorship and Human Rights* (Swedwatch Briefing Paper No. 1 2018), [https://swedwatch.org/wp-content/uploads/2018/06/Russia\\_Brief\\_Swedwatch.pdf](https://swedwatch.org/wp-content/uploads/2018/06/Russia_Brief_Swedwatch.pdf). (describing a specific instance of government corruption where a temporary law allowed FIFA and other companies to set working conditions that did not comply with Russian law).

53. Müller, *supra* note 43, at 1127.

54. *Id.* at 1126–27.

55. Grдостроител’ныĭ Kodeks Rossiĭskoĭ Federatsii [GRAK RF] [Code of Urban Architecture] art. 28(1) (Russ.).

compensation for damages by the host country.<sup>56</sup> The list of absolved entities included key actors involved in the formulation and implementation of decisions at all phases of the MSE lifecycle.<sup>57</sup> Additional measures to insulate the SGB and other related actors, including the Organizing Committee from the host country, were contained in Article 25(2).<sup>58</sup> The Organizing Committee of the host country was obliged to fulfill the mandates issued by the host country to FIFA, which included the duty to compensate any victims of harm or loss during the event.<sup>59</sup>

Russia did not fare any better in its application of labor legislation in respect of projects related to the delivery of the World Cup.<sup>60</sup> By way of illustration, Article 11(1) allowed employers contracting individuals in MSE projects to contravene the laws on regular working hours.<sup>61</sup> It noted that “FIFA, FIFA subsidiaries, FIFA contractors, confederations, national football associations, the Russia 2018 Organizing Committee and its subsidiaries have the right to establish irregular working hours for employees whose work is related to the implementation of events.”<sup>62</sup> Article 11(2) of the RWCL provided for the suspension of Article 154 of the Labour Code of the Russian Federation on the Remuneration of Labour During Night, which mandated that workers engaged in work during irregular hours should be compensated at a higher rate, as compared to individuals working during regular hours.<sup>63</sup> Article 11(2) therefore contradicts or ignores Article 4 of the Labour Code of the Russian Federation,

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56. Federal Law No. 108-FZ, *supra* note 37, art. 25, § 1.

57. *Id.* (“FIFA, FIFA subsidiaries, the Russian Football Union, the Russia 2018 Organizing Committee, confederations, national football associations, FIFA contractors, persons included in FIFA lists, volunteers and participants in sports competitions (including employees, representatives, consultants, agents and other persons of the said organizations), licensees are exempt from liability for damages caused to third parties if they prove that such damages were caused as a result of non-fulfilment or improper fulfilment of government guarantees issued by the Russian Federation to FIFA.”).

58. *Id.* art. 25, § 2.

59. *Id.*

60. See Björnsson, *supra* note 52, at 6 (describing human rights impacts such as labor law violations).

61. Federal Law No. 108-FZ, *supra* note 37, art. 11, § 1.

62. *Id.*

63. Federal Law No. 108-FZ, *supra* note 37, art. 11, § 2; Trudovoï Kodeks Rossiiskoi Federatsii [TK RF] [Labor Code] art. 153 (Russ.).

regarding the prohibition of forced labor.<sup>64</sup> Article 4 prohibits the use of forced labor, even when intended to mobilize the workforce for purposes related to economic development and other benefits, such as those arising from SMEs.<sup>65</sup>

### III. ROLE OF THE HUMAN RIGHTS LEGACY COMPONENT OF MSE LEGAL FRAMEWORKS

Qatar has a unique set of legal concepts and customs based on its traditions, which has in turn influenced the structure of its MSE legal framework.<sup>66</sup> Law No. 10 of 2021 outlined the measures for hosting the 2022 FWC in Qatar.<sup>67</sup> It provided the legal framework of honoring Qatar's obligations under the host agreement, and set forth additional government guarantees.<sup>68</sup> It is generally acknowledged that MSE legal frameworks are needed in order to meet legacy component goals.<sup>69</sup> The legacy components create a guideline for the host state to work with stakeholders and sports organizations to reduce human rights abuses that could impact the events.<sup>70</sup> The legacy component informs the decisions of host nations towards fulfilling guarantees they made to FIFA during the process for bidding and hosting responsibilities.<sup>71</sup> Two case studies will be presented to highlight the role of legacy creation. The overriding narrative is that FIFA has extensive leverage over the actions of host nations. Even so, those power dynamics shift over time, thereby forcing the SGB and host countries, and in some cases, other MSE stakeholders, to

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64. Labor Code, *supra* note 63, art. 154.

65. *Id.*

66. Mohammed Al-Thani, *In the Liminal Realm: Qatar's World Cup Struggle Between Tradition, Modernity, and Human Rights*, 6 FRONTIERS IN SPORTS AND ACTIVE LIVING, 1, 4 (2025).

67. Law No. 10, Regarding the Measures to Host the FIFA World Cup, art. 1 (2021) (Qatar) [hereinafter Law No. 10].

68. ANDREW BRADY SPALDING, A NEW MEGASPORT LEGACY: HOST-COUNTRY HUMAN RIGHTS AND ANTI-CORRUPTION REFORMS 180 (2022) (citing commitments in Qatar's bid book to the Supreme Committee, which included attitudinal transformation, with commitments for issues related to human rights, fostering anti-discrimination, peace, social integration, and improvement in public health).

69. *Id.* at 179–81.

70. *Id.* at 182.

71. *Id.* at 180–81.

renegotiate their commitments and responsibilities under the MSE legal framework.<sup>72</sup> It is no accident that Qatar established a Supreme Committee for Delivery and Legacy in relation to the 2022 FIFA World Cup, with the aim of reaping the maximum gain from its sporting infrastructure in the aftermath of the World Cup.<sup>73</sup> For states of comparatively recent independence — Qatar attained sovereignty only in 1971 — the construction of world-class sporting infrastructure serves as a tangible assertion of modernity, technological capability, and international standing.<sup>74</sup> The aspiration underlying such endeavours extends beyond the immediate sporting context: it reflects a determination to transition from peripheral participation in the international community to the cultivation of a distinctive global identity, one that combines national prestige with the projection of developmental ambition on the world stage.<sup>75</sup>

Labor reforms were a key aspect of the Qatar National Vision 2030 (QNV 2030),<sup>76</sup> with an International Labor Organization (ILO) official acknowledging the decision as contributing to the

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72. *Id.* at 182—83, 200 (establishing the various levers that exist to effectuate legacy goals and policies); *see also* *Supreme Committee for Delivery & Legacy*, FIFA (May 14, 2019), <https://inside.fifa.com/en/news/supreme-committee-for-delivery-legacy-sc> (demonstrating a shifting responsibility by the MSE).

73. The Supreme Committee no longer operates a website. *See The Supreme Committee For Delivery & Legacy*, LINKEDIN, <https://www.linkedin.com/company/supreme-committee-for-delivery-&-legacy/about/> (last visited Dec. 23, 2025); FIFA, *Supreme Committee for Delivery*, *supra* note 72.

74. SPALDING, A NEW MEGASPORT LEGACY, *supra* note 68, at 178—79 (describing Qatar's attempt to distinguish itself from its conflict troubled neighbors through the creation of innovative modular sports facilities).

75. *Id.* at 178; *see also* Deniz Ekren & Christos Anagnostopoulos, *What's the Best (Kept) Secret About FIFA's 2022 World Cup? The Case of Qatar's Generation Amazing Program*, 24 INT'L J. SPORT MKTG. 570, 570 (2023) (detailing the social benefits sports programs create for societal issues in Qatar). Qatar has also instituted a National Sports Day, with a view to highlighting the importance of sports in human development. *See Qatar National Sports Day . . . Pioneering Initiative to Highlight Importance of Sport in Human-Building*, QATAR NEWS AGENCY (Feb. 12, 2024, at 12:39 PM), [https://www.qna.org.qa/en/News-Area/News/2024-02/12/0030-qatar-national-sports-day-pioneering-initiative-to-highlight-importance-of-sport-in-human building#:~:text=The%20Sports%20Day%20aims%20to,concept%20of%20sport%20for%20all](https://www.qna.org.qa/en/News-Area/News/2024-02/12/0030-qatar-national-sports-day-pioneering-initiative-to-highlight-importance-of-sport-in-human-building#:~:text=The%20Sports%20Day%20aims%20to,concept%20of%20sport%20for%20all).

76. SPALDING, A NEW MEGASPORT LEGACY, *supra* note 68, at 179—80.

productivity and efficiency of the labor market in Qatar.<sup>77</sup> The enhancements in the policies, procedures and laws relating to the labor market, with a specific focus on mobility and the rights of workers, as observed by the ILO, stated that “by introducing these significant changes, Qatar has delivered on a commitment. One that will give workers more freedom and protection, and employers more choice. We are witnessing what can be achieved when governments, workers and employers work together with the ILO to promote decent work for all.”<sup>78</sup>

Since Qatar imposed strict entry and exit rules for foreigners, the labor-related provisions in the QWCL were designed as a necessary concession by the host country.<sup>79</sup> Article 4(1) provided for the entry of foreign nationals upon the granting of entry permits.<sup>80</sup> However, Article 4(2) clarified the circumstances under which entry permits could be denied.<sup>81</sup> The justification was derived from Law No. 21 of 2015 on Regulation of Foreigners’ Entry and Residence in Qatar,<sup>82</sup> which was aimed at limiting the influx of foreigners into the country. The Security Committee within the local Organizing Committee reserved the power to determine whether to allow any foreigner into the country based on security or health reasons, or to safeguard the public order or the security of the FWC.<sup>83</sup> The amendments to the Immigration Laws under Article 4 of Law No. 10 of 2021 withdrew the requirements for exit permits for expatriates working in the country.<sup>84</sup> This development favors the employment and labor

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77. Qatar ‘dismantles’ controversial kafala system in major labour reforms, THE NEW ARAB (Aug. 30, 2020), <https://www.newarab.com/news/qatar-dismantles-controversial-kafala-system-major-labour-reforms>.

78. *Id.*

79. Law No. 10, *supra* note 67, ch. 1, arts. 1—2 (establishing new relaxed visa standards for foreign workers to help FIFA bring in needed labor for the World Cup).

80. *Id.* ch. 2 art. 4.

81. *Id.*

82. Law No. 21 Regulating the Entry, Exit, and Residence of Expatriates (2015) (Qatar) [hereinafter Law No. 21].

83. Law No. 10, *supra* note 67, ch. 2.

84. Compare Law No. 10, *supra* note 67, ch. 2 (lacking any restrictions on the ability of foreign workers to exit Qatar), with Law No. 21, *supra* note 82, ch. 2 (containing specific restrictions and procedures for the exit of foreign workers).

conditions of expatriates, who possess a greater freedom to leave the country before their contract expires.<sup>85</sup>

Special entry rights are generally granted to FIFA officials, as well as individuals associated with FIFA or its partners. Article 5 of Law No. 10 of 2021 iterated this privilege for persons linked to FIFA.<sup>86</sup> The Minister of Interior issued Decision No. 17 of 2022 concerning the Entry Visas Related to the Hosting of the FWC Qatar 2022, imposing timeframes on the immigration department for the issuance of visas.<sup>87</sup>

Extending its soft power position in the region was a legacy objective for Qatar.<sup>88</sup> Qatar made several unique concessions under its guarantees, in addition to acceding to other implied guarantees common during MSE events.<sup>89</sup> From a more exigent perspective, the 2020 pandemic created challenges that were received as opportunities by Qatar to achieve its sports diplomacy objectives.<sup>90</sup> At a time when countries from across the globe were experiencing system-wide shutdowns, Qatar forged on with the objective of not only avoiding cancellation of the event but also ensuring it met the standards that the country pledged during the bidding process.<sup>91</sup> These measures were further motivated by the geopolitical goals of Qatar to extend its soft power status by displaying the ability to navigate significant challenges in the process of implementing an MSE.<sup>92</sup>

Article 23 of Law No. 10 of 2021 includes provisions that allow FIFA and a select group of corporate actors to establish legal

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85. Ministerial Decision No. 95 (2019) (Qatar).

86. Law No. 10, *supra* note 67, ch. 1, art. 5.

87. Minister of Interior Decree No. 17, Regarding the Entry Visas for Hosting the FIFA World Cup, arts. 4–5 (2022) (Qatar).

88. SPALDING, A NEW MEGASPORT LEGACY, *supra* note 68, at 175 (indicating Qatar's soft power positioning dates back to the early 2000s).

89. Susan Dun, *No Beer, No Way! Football Fan Identity Enactment Won't Mix with Muslim Beliefs in the Qatar 2022 World Cup*, 6 J. POL'Y. RSCH. IN TOURISM, LEISURE & EVENTS, 186, 196–97 (2014).

90. Kamilla Swart & Rauf Mammadov, *Planning a FIFA World Cup amidst a Pandemic The Case of Qatar 2022*, in THE COVID-19 PANDEMIC: IMPACTS OF THE CORONAVIRUS ON SPORT AND SOCIETY 157, 165–66 (CSSALL Publishers (Pty) Ltd 2022).

91. Kamilla Swart & Othman Al Thawadi, *Rising to the Occasion: Qatar's Pandemic Experience*, 13 J. ARABIAN STUD., 110, 113–16, 119 (2023).

92. *Id.* at 120, 127.

personalities within Qatar.<sup>93</sup> The foreign investment law, Law No. 1 of 2019, made it possible for foreign investors to own one-hundred percent of their investments, as long as those investments were approved by the relevant authorities, in addition to the establishment option within special economic zones.<sup>94</sup> Before the law, foreign investors were mandated to operate as minority shareholders in their venture by relinquishing at least fifty-one percent of their share capital to a Qatari partner.<sup>95</sup> These measures were necessary to enable corporate actors to establish operations in Qatar, to provide key services in preparation for the 2022 FWC.<sup>96</sup>

Finally, the legacy goals of the two MSEs created two quagmires for the two host countries. In Qatar, the country's conservative Islamic socio-cultural norms implied that certain activities that are commonly associated with sporting activities would be controlled. As the first Islamic country to host such an event, Qatar was faced with unique circumstances, where it had to balance between the interests of key sponsors and FIFA partners and the goal of maintaining its conservative culture, where the consumption of alcohol in public is prohibited.<sup>97</sup>

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93. *Registration and Liquidation of Companies Undertaking Activities Related to Hosting the FIFA World Cup Qatar*, AL TAMIMI & CO. (May 23, 2022), <https://www.tamimi.com/news/registration-and-liquidation-of-companies-undertaking-activities-related-to-hosting-the-fifa-world-cup-qatar-2022/#:~:text=Article%20of%20the%20law%20allowed%20FIFA%2C%20its,and%20other%20activities%20related%20to%20the%20World%20Cup>.

94. Qatar: Law No. 1, On Regulating Non-Qatari Capital Investment in the Economic Activity, ch. 2, art. 2 (2019) (Qatar).

95. INVEST QATAR, *Investment Laws*, <https://www.invest.qa/en/resources/laws-and-regulations/investment-laws> (last visited Nov. 9, 2025).

96. Essa Al Sulaiti, *Investment of Non-Qatari Capital "Foreign Investment"*, CHAMBERS AND PARTNERS (June 19, 2025), <https://chambers.com/articles/investment-of-non-qatari-capital-foreign-investment>.

97. Susan Dun & Hatim Rachdi, *Mixing FIFA World Cup Alcohol Sponsorship Agreements with Islamic Host Countries: A Conceptual Framework*, 15 J. ISLAM MARK. 159, 159–62 (2024); see also Eleni Polymenopoulou, *Sharia and Human Rights in the Constitutional Framework of Gulf States*, 46 HUM. RTS. Q. 1 (2024); Eleni Polymenopoulou, *A Thousand Ways to Kiss the Earth: Artistic Freedom, Cultural Heritage and Cultural Rights Under Islamic Law*, 17 RUTGERS J. L. & RELIGION 39 (2015) (suggesting that human rights are predominant in the modern constitutional framework of Gulf kingdoms and part of national Visions; equally, so-called Islamic extremism is inconsistent with foundational tenets of Islamic law).

Potential ethical conflicts were addressed through a framework that made room for local customs with the needs of governing bodies and advertisers, creating a new model for future mega events.<sup>98</sup> In response to these factors, Qatar displayed extensive flexibility in how it deployed the MSE legal framework to ensure the success of the event.

In the case of Russia, the legacy goals, which were articulated by the president of the Russian Federation, also featured indirect commitments by Russia to prove itself capable of matching or exceeding the global standards in the implementation of MSEs.<sup>99</sup> Russia also sought to reassert itself as a sovereign state, far removed from the influence of Western powers, explaining that “together with Russia’s federal and regional governments, we did our utmost to ensure that the tournament delivered an outstanding sustainability performance, thus providing the perfect foundation on which to leave an unprecedented and lasting legacy for the people of Russia.”<sup>100</sup>

In its World Cup laws, Russia created provisions that facilitated the success of the event, including provisions to fast-track acquisition of land for MSE infrastructural development, allocation of funds for the projects, as well as authorization for administrative purposes.<sup>101</sup> However, it also introduced legislation aimed at curtailing what is considered Western influence without commensurate considerations of the human rights implications under those laws.<sup>102</sup> The Russian government designed the statute in a characteristically open

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98. Dun & Rachdi, *supra* note 97.

99. Polina Ermolaeva & Alexander Lind, *Mega-Event Simulacrum: Critical Reflections on the Sustainability Legacies of the World Cup 2018 for the Russian Host Cities*, 68 PROBS. POST-COMMUNISM 2 (2020); see also PRESIDENT OF RUSSIA, *Joint meeting of the Council for the Development of Physical Culture and Sport and the 2018 FIFA World Cup Russia Local Organizing Committee’s Supervisory Board* (Oct. 3, 2017, at 5:45 PM), <http://en.kremlin.ru/events/president/news/55761> (showcasing when President Putin put forth the World Cup Heritage concept).

100. Ermolaeva & Lind, *supra* note 99, at 2 (quoting *Sustainability report of the 2018 FIFA World Cup Russia*, INSIDE FIFA (Oct. 3, 2019), <https://inside.fifa.com/tournaments/mens/worldcup/2018russia/news/sustainability-report-of-the-2018-fifa-world-cup-russia>).

101. Federal Law No. 108-FZ, *supra* note 37, art. 25.

102. Rebo, *supra* note 33, at 3, 7–8, 12.

ended way to prevent government agencies, such as the Local Organizing Committee, from running into bottlenecks.<sup>103</sup>

In this discussion, the role of the legacy component during MSEs is evident in how the MSE legal frameworks are designed and applied. While the two countries adopted completely divergent stances in light of the legacy objectives and other precipitating factors, the outcomes are emblematically convergent. The extent to which the MSE legal frameworks are applied ‘as is,’ as well as the customizations ‘along the way,’ indicates that the long-held notion that both FIFA and host countries are incapable of preventing and addressing human rights violations is not entirely true.<sup>104</sup> Despite this flexibility applied towards some of the provisions under the MSE legal frameworks, there were still issues related to the rule of law during the phases of the MSE lifecycle in both MSEs, as represented partly by the multiplicity of human rights violations during the two events.<sup>105</sup> This specific scenario reveals that both the SGB and host countries can: (i) design MSE legal frameworks capable of addressing the relevant human rights violations; and (ii) adjust the laws to address human rights violations during the MSEs.<sup>106</sup>

#### A. *A Legal Legacy: Utility of the MSE Legal Framework*

The extensive emphasis laid on the risks to human rights violations associated with the delivery phase of the MSE lifecycle tends to obscure the risks that are associated with the other phases of the MSE lifecycle, including the post-event and legacy phases, which occur once the event has ended.<sup>107</sup> Most of the publicity occurs during the delivery phases, thereby limiting

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103. *Id.* at 8 (demonstrating how Russian World Cup laws passed in preparation of the event were left vague to make governmental bodies more efficient).

104. See Daniela Heerdt & Lucas Roorda, *Lessons Learned in Qatar: The Role of the Netherlands and Its Businesses in Addressing Human Rights Abuses in Mega-Sporting Events*, 70 NETH. INT’L L. REV. 19, 58 (2023).

105. Heerdt, *Addressing Human Rights Abuses*, *supra* note 41, at 2.

106. *Id.*; Heerdt and Roorda, *supra* note 104.

107. See Heerdt & Roorda, *supra* note 104, at 20 (explaining that while human rights abuses are often linked to the delivery phase of a MSE, human rights violations can occur throughout the entire MSE life-cycle including after the event has ended).

exposure to the events and human rights violations that occurred during the pre-delivery and post-event phases.<sup>108</sup> Similarly, due to budgetary constraints, it is common for the Organizing Committees as well as other contractual obligations to be terminated as soon as the event is over.<sup>109</sup>

In the past, there have been limited measures to ensure that lessons learned during the pre-event phases of the MSE lifecycle are applied in the reformation of policies and laws of the country in the post-event era.<sup>110</sup> The absence of measures to ensure the capture and transfer of knowledge relating to best practices between or among host nations implied that good practices are rarely disseminated.<sup>111</sup> To avoid a similar pitfall, Qatar adopted a proactive approach during the 2022 FWC, as described by Spalding, which culminated in what can be termed a 'legal legacy'.<sup>112</sup> Spalding adopts the definition of a legacy during MSE

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108. See generally Jen Phillips, *Measuring Impact during Mega Sports Events: Earned vs. Organic Media Coverage*, CARMA (May 30, 2024), <https://carma.com/tms/measuring-impact-during-mega-sports-events-earned-vs-organic-media-coverage/> (stating that media coverage during a MSE is "largest during the mega sporting event," rather than before or after the event); *Qatar: Inaction by Qatar and FIFA a Year on From the World Cup Puts Legacy for Workers in Peril*, AMNESTY INT'L (Nov. 16, 2023), <https://www.amnesty.org/en/latest/news/2023/11/qatar-inaction-by-qatar-and-fifa-a-year-on-from-the-world-cup-puts-legacy-for-workers-in-peril/> (explaining how after the World Cup in Qatar, the state has stopped making progress addressing human rights violations).

109. THE MEGA-SPORTING EVENT LIFECYCLE: EMBEDDING HUMAN RIGHTS FROM VISION TO LEGACY, INST. FOR HUM. RTS. AND BUS. 4, 36 (2018) [hereinafter IHRB], [https://ihrb-org.files.svdcn.com/production/assets/uploads/reports/The\\_MSE\\_Lifecycle\\_-\\_Embedding\\_Human\\_Rights\\_from\\_Vision\\_to\\_Legacy.pdf](https://ihrb-org.files.svdcn.com/production/assets/uploads/reports/The_MSE_Lifecycle_-_Embedding_Human_Rights_from_Vision_to_Legacy.pdf).

110. See Joerg Koenigstorfer et al., *The State of Play Between Managing Major Sports Events and Human Rights: A Scoping Review*, 27 EVENT MGMT. 823, 833–34 (2023) (arguing that legislation created in preparation for a MSE is not sufficient to address human right issues because the host state may have a lack of tradition for these new laws resulting in the legislation to only be temporary).

111. IHRB, THE MEGA-SPORTING EVENT LIFECYCLE, *supra* note 109, at 36.

112. See Zachary R. Calo, *Labor Rights and Dispute System Design: Assessing the Legal Legacy of the 2022 Qatar World Cup*, 24 GER. L. J. 1729, 1729–30 (2023) (using the term "legal legacy" in the title of the article to describe the legal reforms involving human rights and labor laws that took place in Qatar because of the 2022 World Cup); see also Andrew Brady Spalding, *Forecasting Human Rights Legacies: On Practices and Principles*, 24 GER. L. J. 1703, 1703, 1705 (2023) (arguing that the 2022 Qatar World Cup will leave a new type of legacy called a human rights legacy, "defined as laws, policies, practices and/or norms promoting human rights").

as provided by H. Preuss, as encompassing “all planned and unplanned, positive and negative, tangible and intangible structures created for and by an MSE that remain longer than the event itself.”<sup>113</sup> In his *Conceptualisation of Legacy*, Preuss contends that these effects occur in terms of infrastructure, knowledge, image, emotions, networks and culture.<sup>114</sup> The legacies are multifaceted, occurring in the past, present and future.<sup>115</sup> A different approach is utilized by Thomson and others, who identified an additional set of legacies that are reported concerning MSEs between 2000 and 2018, with the most prominent form being a legacy related to public life, politics and culture.<sup>116</sup> In a systematic review, Knott and Tinaz found that among these were variations in how the various types of legacy were studied in existing literature with the prevalence as follows: “social (31.7%); political (17.3%); economic (11.5%); infrastructure (11.5%); sport (10.6%); environment (8.7%); and image/brand (8.7%).”<sup>117</sup> However, the study did not indicate whether these outcomes were indicative of the types of legacies targeted during MSEs.<sup>118</sup> The figure hereunder captures the entirety of conceptualisations of MSE legacies, as discussed in past literature.

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113. See Andrew Brady Spalding, *Mega-Sporting Event Human Rights and Anti-Corruption Legacies*, in ROUTLEDGE HANDBOOK OF MEGA-SPORTING EVENTS AND HUM. RTS. 186, 187 (2023) <https://doi.org/10.4324/9781003302551-21>. Spalding further defined the legacy as well as all the planned and unplanned, positive and negative, tangible and intangible structures created for and by a sport event that remains longer than the event itself.

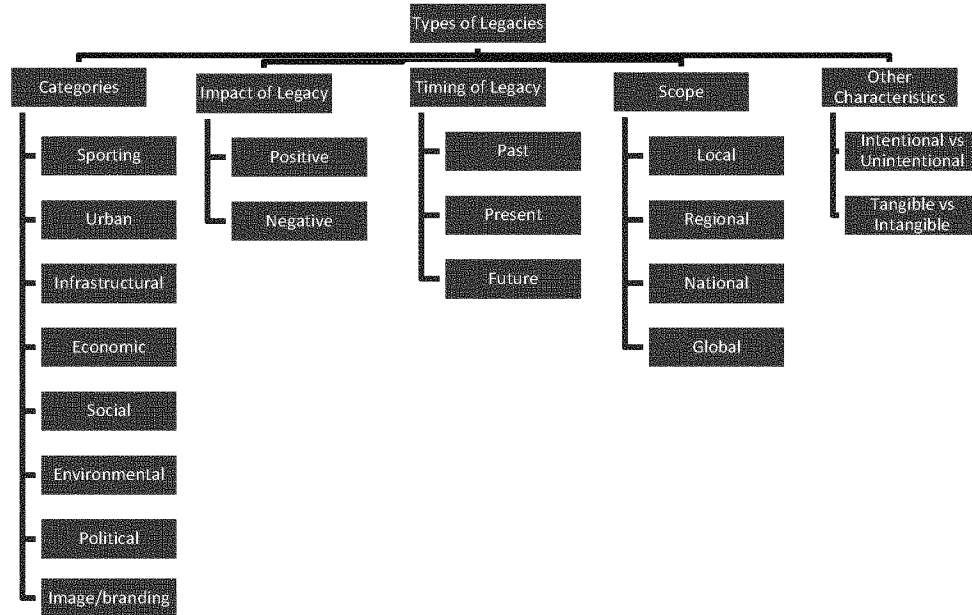
114. Holger Preuss, *The Conceptualisation of Measurement of Mega Sport Event Legacies*, 12 J. SPORT & TOUR 207, 207 (2007).

115. *Id.* at 213.

116. Alana Thomson et al., *Sport Event Legacy: A Systematic Quantitative Review of Literature*, 22 SPORT MGMT. REV. 295, 295, 229, 303 (2019).

117. Brendon Knott & Cem Tinaz, *The Legacy of Sport Events for Emerging Nations*, 4 FRONTIERS IN SPORTS & ACTIVE LIVING 1, 5 (2022).

118. *Id.* at 1–6.

*Figure 1: Conceptualization of MSE Legacies*<sup>119</sup>

To facilitate the outcome, the legacy is framed from a sustainability perspective, to build on pre-existing policies and programs, in order to fast-track development and entrench the success of the event.<sup>120</sup> The table hereunder reveals the relationship among the various policies for national development in Qatar (such as QNV 2030), the universal sustainable development goals (SDGs), FIFA rules as applied during FWC events, and other laws relating to MSEs. The combination of these legal and policy frameworks played an integral role in the emergence of a novel category of legacies, known as the ‘legal leg-

119. See generally Preuss, *supra* note 114, at 210; Knott & Tinaz, *supra* note 117, at 5.

120. See SUSTAINABILITY AT THE FIFA WORLD CUP 2022, INSIDEFIFA, <https://inside.fifa.com/tournament-organisation/world-cup-2022-sustainability-report/sustainability-at-the-fifa-world-cup-2022> (last visited Mar. 1, 2026) (discussing how the 2022 World Cup was framed around sustainability goals in order to create a successful event and leave a lasting legacy).

acy'.<sup>121</sup> This novel category falls outside the typologies identified by Spalding (as shown in Figure 2) or the theorizations by Preuss. This unique category of legacies is attributed to a number of factors.

No doubt, pressure was exerted from a multiplicity of MSE actors for reforms on how human rights violations are addressed.<sup>122</sup> The primary actors included international human rights bodies, parties affiliated with the SGBs and victims of human rights violations who faced challenges getting access to remedies.<sup>123</sup> Since none of the other categories of legacies could achieve this outcome, it was necessary for a change in the policy and legal framework, such as the labor laws.<sup>124</sup> This pressure extended to FIFA as an SGB, culminating in the adoption of the Ruggie Principles in 2016. While Qatar adopted legal reforms primarily to address those human rights violations, a number of those changes were retained in the post-event phase (specifically the labor reforms, among others),<sup>125</sup> which included additional measures to entrench the change and achieve better outcomes.<sup>126</sup> Because the primary components of the reforms relate to the legal framework, and considering the extensive scope and scale of changes and the impacts, it is apparent that these changes represent a form of legacy that lies outside the existing typologies, and is best described as a 'legal legacy'.<sup>127</sup>

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121. See Calo, *supra* note 112; see also Spalding, *Forecasting Human Rights Legacies*, *supra* note 112.

122. Daniela Heerdt, *Winning at the World Cup: A Matter of Protecting Human Rights and Sharing Responsibilities*, 36 NETH. Q. HUM. RTS. 86, 91 (2018).

123. Daniela Heerdt, *Tapping the Potential of Human Rights Provisions in Mega-Sporting Events' Bidding and Hosting Agreements*, 17 INT'L SPORTS L. J. 170, 171, 180 (2018).

124. See Mohammed Al Thani, *Channelling Soft Power: The Qatar 2022 World Cup, Migrant Workers, and International Image*, 38 INT'L J. HIST. SPORT 1729, 1738—39, 1745 (2021) (depicting that Qatar changed its labor laws in the context of the 2022 World Cup).

125. See Ilias Bantekas, *Rapid Social Transformation Through Mega-Sporting Events*, 52 FORDHAM URB. L.J. 755 (2025) (showing how the deep-seated changes in Qatar's labor laws, occasioned originally for the World Cup, were retained and fortified following its conclusion).

126. Bantekas & Begovic, *supra* note 28, at 15—16.

127. See Calo, *supra* note 114 (arguing that the legacy of the 2022 Qatar World Cup will be its positive legal reforms regarding labor laws).

Secondly, a convergence in the policy-based goals of Qatari authorities and the outcomes of the 2022 FWC MSE came to the forefront. This confluence of events includes the placement of Qatar in a global spotlight, with the only alternative being to take decisive actions, in the form of legal reforms.<sup>128</sup> As shown in Table 1 hereunder, to engender the delivery and legacy objectives of the MSE, Qatar derived a multiplicity of objectives from the existing legal frameworks, such as Emiri Decision No. 44 of 2008, which established the QNV 2030, the Sustainability objectives of the 2022 FWC, and the SDGs. The framework varies from the legacy goals of the 2014 FWC in Brazil, which focused primarily on the ecological domain; Brazil prioritized a reduction in greenhouse gases as one of its World Cup legacy goals.<sup>129</sup> It also differs from the sustainability goals of 2018, which revolved around the three elements of the triple bottom-line framework of sustainability.<sup>130</sup> One key aspect of the MSE was to establish “. . . a new standard for mega-events across the world’s largest country. Russia’s immense size and cultural, ethnic and linguistic diversity give the 2018 FWC an opportunity to bequeath an unprecedented legacy of sustainability and social and human development.”<sup>131</sup>

However, for most of these MSEs, the legacies of the 2014 FWC (Brazil) and the 2018 FWC (Russia) were very much dimin-

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128. See Sarah Ganji, *Leveraging the World Cup: Mega Sporting Events, Human Rights Risk, and Worker Welfare Reform in Qatar*, 4 J. MIGRATION & HUM. SEC. 221, 237 (2016) (arguing that the 2022 FIFA World Cup forced Qatar into a position to either to make legal reforms regarding humanitarian issues such as labor or face negative implications).

129. *Summary of the 2014 FIFA World Cup Brazil Carbon Footprint*, FIFA (2013), [https://www.communicarseweb.com/sites/default/files/biblioteca/pdf/1378910335\\_summary\\_ofthe2014fwccarbonfootprint\\_neutral.pdf](https://www.communicarseweb.com/sites/default/files/biblioteca/pdf/1378910335_summary_ofthe2014fwccarbonfootprint_neutral.pdf).

130. *IF Sustainability Project: Development of the Sustainability Strategy for the 2018 FIFA World Cup*, INT’L OLYMPIC COMM., <https://stillmed.olympics.com/media/Document%20Library/OlympicOrg/IOC/What-We-Do/celebrate-olympicgames/Sustainability/CaseStudies/2016/IF%20SCS%20-%20FIFA%20Sustainability%20Strategy%20for%20the%202018%20World%20Cup.pdf> (last visited Feb. 6, 2026); see generally Kelsey Miller, *The Triple Bottom Line: What it is & Why it’s Important*, HARV. BUS. SCH. ONLINE (Oct. 4, 2021), <https://online.hbs.edu/blog/post/what-is-the-triple-bottom-line>.

131. SUSTAINABILITY STRATEGY 2018 FIFA WORLD CUP, FIFA & LOCAL ORGANIZING COMMITTEE 3 (2015), <https://www.icsspe.org/system/files/FIFA%20-%20Sustainability%20Strategy%20for%202018%20FIFA%20World%20Cup.pdf>.

ished, unlike the case of Qatar. For Qatar, its sustainability objectives were built around the QNV 2030 framework, with four pillars (Table 1 hereunder). To achieve the unique set of objectives for the event, the SC had to create an additional pillar to the sustainability plans (the Governance Pillar), which is primarily informed by FIFA rules, and partly by SDGs (12 and 16). The SDGs, which were conceptualized in 2012, were formally adopted by Qatar in 2015.<sup>132</sup> The addition of this feature necessitated the creation of novel legal frameworks, as well as the establishment of new institutional infrastructure, in line with the principles of law as logic.<sup>133</sup> A bulk of the justifications for the changes implemented by Qatar arise from a cost-benefit analysis of what Qatar stood to gain from the reforms, compared to what it stood to lose from a perspective of soft power and reputation.<sup>134</sup>

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*Table 1: Interplay between the QNV 2030, Sustainability Goals for the 2022 FWC, and SDGs*<sup>135</sup>

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| Pillar                          | Material topic under 2022 FWC Sustainability | Objectives                               | Alignment with SDGs |
|---------------------------------|----------------------------------------------|------------------------------------------|---------------------|
| HUMAN (QNV 1): Developing human | Workers' living and working conditions       | H1: Decent working and living conditions | SDG 3               |

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132. See *The United Nations Conference on Sustainable Development (Rio+20)*, UNITED NATIONS, <https://sustainabledevelopment.un.org/rio20> (last visited Feb. 6, 2026); see generally *State of Qatar Paper to the High-Level Political Forum 2016 on the 2030 Agenda for Sustainable Development*, MINISTRY OF DEV. PLANNING AND STATS. (2016), <https://sustainabledevelopment.un.org/content/documents/10578qatar.pdf>.

133. Damilola S. Olawuyi & Elena I. Athwal, *Law and Governance Innovations on Sustainability in Qatar: Current Approaches and Future Directions*, in *SUSTAINABLE QATAR: SOCIAL, POLITICAL AND ENVIRONMENTAL PERSPECTIVES* 37, 38–39 (Logan Cochrane & Reem Al-Hababi eds., 2023).

134. Ganji, *supra* note 128, at 238–39, 242.

135. FIFA WORLD CUP QATAR 2022 SUSTAINABILITY STRATEGY, FIFA WORLD CUP QATAR 2022 22–23 (2019), <https://www.workerswelfare.qa/sites/default/files/documents/FIFA-World-Cup-2022™-Sustainable-Strategy.pdf>.

|                                                                 |                                                 |                                                     |            |
|-----------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|------------|
| capital and safeguarding workers' rights                        |                                                 | H2: Access to an effective remedy for workers       | SDG 4      |
|                                                                 | Worker's Recruitment                            | H3: Promote fair recruitment                        | SDG 8 & 10 |
|                                                                 | Workforce development                           | H4: Built local expertise in the sports industry    |            |
|                                                                 | Youth and Education                             | H5: Empower youth through sports                    |            |
| SOCIAL (QNV 2):<br>Providing an inclusive tournament experience | Accessibility                                   | S1: Ensure accessibility of 2022 FWC events for all | SDG 3      |
|                                                                 | Cultural understanding                          | S2: Promote cultural exchanges                      | SDG 4      |
|                                                                 | Inclusivity                                     | S3: Create a welcoming and respectful environment   | SDG 10     |
|                                                                 | Rights of the media and human rights advocates  | S4: Respect and protect the rights                  | SDG 11     |
|                                                                 | Health, safety and security of all participants | S5: Ensure health, safety and security              | SDG 16     |
|                                                                 |                                                 | S6: Create tobacco-free event                       |            |
| ECONOMIC (QNV 3):<br>Catalyzing                                 | Development of local and                        | EC1: Enable and prioritize local busi-              | SDG 8 & 9  |

|                                                                       |                                             |                                                                               |             |
|-----------------------------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------|-------------|
| economic development                                                  | regional value chains                       | nesses and suppliers for 2022 FWC                                             |             |
|                                                                       | Post-tournament sites and asset use         | EC2: Facilitate the development of event facilities that have long-term value | SDG 9 & 11  |
|                                                                       | Adaptability of infrastructure and services | EC3: Promote the use of adaptable and efficient infrastructure                | SDG 12 & 16 |
| ENVIRONMENTAL (QNV 4): Delivering world-class environmental solutions | Sustainable building                        | EN1: Design, construct and operate 2022 FWC sites to limit ecological damage  | SDG 3       |
|                                                                       | Greenhouse gas emissions                    | EN2: Measure, mitigate and offset all GHG emissions during the 2022 FWC       | SDG 6       |
|                                                                       | Air pollution                               | EN3: Reduce local air pollution in event sites                                | SDG 7 & 11  |
|                                                                       | Waste generation                            | EN4: Reduce waste disposed of in landfills through recycling                  | SDG 12      |
|                                                                       | Water production and use                    | EN5: Reduce the usage of                                                      | SDG 13      |

|                                                                                  |                                              |                                                                               |        |
|----------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------|--------|
|                                                                                  |                                              | water during the event                                                        |        |
| Governance: Setting an example of good governance and ethical business practices | Accountability and transparency              | G1: Maintain effectiveness in sustainability management systems for the event | SDG 12 |
|                                                                                  | Sustainable procurement                      | G2: Apply state-of-the-art procurement and licensing practices                | SDG 16 |
|                                                                                  | Compliance, anti-bribery and anti-corruption | G3: Embed a culture of compliance with legal and regulatory requirements      |        |

Qatar originally adopted the UN Guiding Principles in 2015. Following the end of the event, Qatar adopted the proposition by the Institute for Human Rights and Business (IHRB) (i.e. to make respect for human rights part of everyday business), in line with the Ruggie [Guiding] Principles,<sup>136</sup> which is why some elements of the MSE legal frameworks continue to play an integral role in addressing human rights violations. A notable case is the changes to the *Kafala* system.<sup>137</sup> The changes are the product of broad-based consultation with domestic and foreign experts on

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136. MINISTRY OF FOREIGN AFFAIRS, *Qatar Reaffirms Support for UN Guiding Principles on Business and Human Rights* (Nov. 18, 2015), <https://mofa.gov.qa/en/qatar/latest-articles/latest-news/details/2015/11/18/qatar-reaffirms-support-for-un-guiding-principles-on-business-and-human-rights>; see generally John G. Ruggie, “*For The Game. For The World.*” *FIFA & Human Rights*, HARV. KENNEDY SCH. (2016), [https://www.hks.harvard.edu/sites/default/files/centers/mrcbg/programs/crj/files/Ruggie\\_humanrightsFIFA\\_reportApril2016.pdf](https://www.hks.harvard.edu/sites/default/files/centers/mrcbg/programs/crj/files/Ruggie_humanrightsFIFA_reportApril2016.pdf).

137. See Bantekas & Begovic, *supra* note 28, at 15–16 (arguing that changes to the Kafala were necessary to “smooth operation of the FIFA World Cup, but also in order for Qatar to successfully bid for any future mega-sporting event.”).

labor laws, coupled with a comprehensive analysis of a cross-section of data from various domains of variables associated with workers and labor scenarios within all sectors of the country.<sup>138</sup> It also represents the adoption of radical relativism as described by Jain, who indicated that a cultural trait should not be accepted simply because of its nature.<sup>139</sup> By ending the program, Qatar proved that countries can move from relativism to universalism vis-à-vis the conception of human rights, whereby universal values such as liberty and dignity supplant the relativist elements of the local cultures, politics, contexts and histories.<sup>140</sup> This relatively universal perspective entails the customized implementation of universal human rights by taking into account the peculiarities of the local contexts.<sup>141</sup> It thus leads to the incorporation of integral peculiarities into the universal human rights standards. To achieve that, Qatar adopted a set of transnational human rights norms that are derived from diverse socio-cultural settings and then translated them into forms that are aligned with the local norms. The process involved mediation through a multiplicity of domestic and international institutions to ensure that the reforms are acceptable and viable within the Qatari society and yet contain enforcement mechanisms to challenge any violations.<sup>142</sup>

As early as 2014, the International Trade Union Confederation (ITUC) posited that “If FIFA demand[s] Qatar abolish *Kafala* and respect fundamental international rights, it will happen.”<sup>143</sup> The assertion is based on the view that Qatar

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138. See generally LABOUR REFORMS IN THE STATE OF QATAR: COMING TOGETHER AROUND A SHARED VISION, INT’L LAB. ORG. (Oct. 31, 2022), <https://www.ilo.org/publications/labour-reforms-qatar-coming-together-around-shared-vision> (reporting on how labor and human rights reforms across various sectors in Qatar were driven by the guidance from both the International Labour Organization and domestic organizations, as well as the analysis of data relating to various labor sectors across the country).

139. Shubham Jain, *Resistance and Reform as Responses to Human Rights Criticism: Relativism at FIFA World Cup Qatar 2022*, 24 GER. L. J. 1691, 1693 (2023).

140. *Id.* at 1694.

141. *Id.*

142. *Id.* at 170.

143. INT’L TRADE UNION CONFED., *The Case Against Qatar: Host State of the FIFA 2022 World Cup*, 4, 5 (2014), [https://www.ituc-csi.org/IMG/pdf/the\\_case\\_against\\_qatar\\_en\\_web170314.pdf](https://www.ituc-csi.org/IMG/pdf/the_case_against_qatar_en_web170314.pdf) (emphasis added).

possesses sufficient economic resources to support the reforms and implement the requisite changes.<sup>144</sup> The reforms were initiated by the cooperation between the Workers' Welfare Department under the SC and the cooperation with ILO representatives.<sup>145</sup>

Law No. 19 of 2020, amending Law No. 21 of 2015,<sup>146</sup> which was adopted at the end of August 2020, allows migrant workers the option to switch jobs before the contract term lapses without the need for acquiring a no-objection certificate (NOC) from their current employer.<sup>147</sup> The law also adopts another provision arising out of the MSE, which entails the withdrawal of requirements for the acquisition of an exit permit when departing from the country.<sup>148</sup>

The changes to labor laws offer additional protection to workers, thereby supplementing the existing provisions on workplace and occupational health and safety standards, fair remuneration, work-life balance, gratuity at the end of service, obligation to repatriate employees after termination of contracts and compensation for injuries or loss of life.<sup>149</sup>

The establishment of a charter for Workers' Welfare Standards by the SC, which applies to all workers involved in

144. *Id.* at 6.

145. See *Legacy Contribution to Labor Rights in Qatar*, FIFA, <https://publications.fifa.com/de/final-sustainability-report/human-pillar/workers-recruitment-and-working-conditions/legacy-contribution-to-labour-rights-in-qatar> (last visited Mar. 1, 2026); see generally PROGRESS REPORT ON THE TECHNICAL COOPERATION PROGRAMME BETWEEN THE GOVERNMENT OF QATAR AND THE ILO, INT'L LAB. ORG. (2023), [https://www.ilo.org/sites/default/files/wcmsp5/groups/public/%40arabstates/%40ro-beirut/%40ilo-qatar/documents/publication/wcms\\_901686.pdf](https://www.ilo.org/sites/default/files/wcmsp5/groups/public/%40arabstates/%40ro-beirut/%40ilo-qatar/documents/publication/wcms_901686.pdf).

146. Decree-Law No. 19, Amending Certain Provisions of Law No. 21 of 2015 Regulating the Entry, Exit and Residence of Expatriates (2020) (Qatar).

147. *Dismantling the Kafala System and Introducing a Minimum Wage Mark New era for Qatar Labour Market*, INT'L LAB. ORG. (Aug. 30, 2020), <https://www.ilo.org/resource/article/dismantling-kafala-system-and-introducing-minimum-wage-mark-new-era-qatar>.

148. *Id.*

149. See generally QATAR FOUND., WORKER WELFARE STANDARDS, 1, 9—10, 19—20, 22—24, 40—42 (2020), [https://assets.ctfassets.net/2h1qowfuxkq7/2L8IEBjtEmtcSbTrwYkKBU/64ea1ae2786be94a0ed02142a3e78c28/QF\\_Worker\\_Welfare\\_Standards\\_2020\\_web\\_page.pdf](https://assets.ctfassets.net/2h1qowfuxkq7/2L8IEBjtEmtcSbTrwYkKBU/64ea1ae2786be94a0ed02142a3e78c28/QF_Worker_Welfare_Standards_2020_web_page.pdf) (listing the Qatar Foundation Welfare Standards that all contractors who participate in construction projects must agree to abide by).

infrastructural development, enabled Qatar to offer custom protections for risks associated with the projects.<sup>150</sup> The charter involved commitments by all parties involved, including domestic and foreign contractors and subcontractors.<sup>151</sup> The charter addresses those risks to migrant workers, drawing on the laws and standards that are also integral to enabling the contractors and subcontractors involved in the preparations for the World Cup event to succeed in their responsibilities.<sup>152</sup> It also establishes a hierarchy of responsibility, by stating that “the contractors shall be responsible for managing and enforcing for all their sub-contractors the requirements of these standards and shall be liable for non-compliance.”<sup>153</sup>

FIFA’s contribution can be summarized as operational support to the local Organizing Committee, the SC, whereby, as an SGB, it played an advisory role in the implementation of the changes in the labor laws.<sup>154</sup> The ILO also contributed to labor rights changes, movements and reforms. These contributions were accomplished through the unionization of employees and measures to ensure remediation of employees who suffered harm by the government’s policies and laws.<sup>155</sup> An ILO report on labor rights reforms in Qatar, produced under the Technical Cooperation Program, reveals several positive policy and legislative outcomes of the temporary legislation in Qatar.<sup>156</sup>

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150. See generally *id.* at 8, 13, 17 (stating that all contractors and subcontractors who participate in construction projects must abide by the indicated standards).

151. *Id.* at 8.

152. See generally *id.* at 9, 10, 16, 17 (indicating that the procedures are in line with legal requirements and the listing benefits, such as providing translated contracts and welfare representatives, which address concerns brought by labor groups).

153. *Id.* at 7–8.

154. See Andrew O’Rourke & Eleni Theodoraki, *The FIFA World Cup Qatar 2022 Sustainability Strategy: Human Rights Governance in the Tripartite Network*, 4 FRONTIERS IN SPORTS AND ACTIVE LIVING 1, 7 (2022); see Bantekas, *Migrant Labor Reforms as Human Rights Legacy*, *supra* note 28, at 315.

155. See INT’L LAB. ORG., LABOUR REFORMS IN THE STATE OF QATAR, *supra* note at 138, 13–14; see INT’L LAB. ORG., *Progress Report on the Technical Cooperation Programme*, *supra* note 147, at 3, 9; see Mohammad H. Alfarizi, Kirthie Rubini Morgan & Manuel Campos Lago, *Human Rights Abused in Qatar: FIFA Puts World Cup More Than Lives?*, 4 JURNAL PENEGAKAN HUKUM DAN KEADILAN 27, 33–34 (2023).

156. See INT’L LAB. ORG., PROGRESS REPORT ON THE TECHNICAL COOPERATION PROGRAMME, *supra* note 145, at 5–6, 14.

First, the provisions introduced a QAR 1,000-a-month minimum wage standard for all workers.<sup>157</sup> This encompassed domestic workers not directly involved in the MSE lifecycle.<sup>158</sup> Additional measures include the establishment of a Wage Protection System (WPS) under Article 66 of Qatar Labor law,<sup>159</sup> whereby, since 2015, the payment of those wages is automated through an electronic system from the employer to the employee.<sup>160</sup> Employees are also indemnified against risks related to wages, such as instances where an employer is not able or willing to pay on time.<sup>161</sup>

The stability of the changes is attributable to the continual involvement of the various stakeholders, which include the Qatar Ministry of Labour, the ILO, the ITUC, and representatives from global union federations.<sup>162</sup> In the next phase of the reforms (Phase 3), these stakeholders have formulated a technical cooperation framework, which will feature private sector entities and institutions involved in the training of employees.<sup>163</sup> The objective is to achieve the four pillars of the reforms, which include: (1) governance of the labor market and migration of workers; (2) enforcement of labor laws and access to justice; (3) establishing workers' voice and dialogue; and (4) international cooperation and exchange of experience.<sup>164</sup> All these changes represent a key element of the legacy component of the 2022 FWC, since Qatar is one of the first Gulf region countries to legislate towards labor rights, with the introduction of the

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157. Mustafa Qadri, *Qatar Labour Reforms Ahead of the FIFA 2022 World Cup*, BUS. AND HUM. RTS. J. 7, 319, 320 (2022).

158. *Id.*

159. INT'L LAB. ORG., *Assessment of the Wage Protection System in Qatar* 8–9 (2019), [https://www.ilo.org/sites/default/files/wcmsp5/groups/public/@arabstates/@ro-beirut/documents/publication/wcms\\_726174.pdf](https://www.ilo.org/sites/default/files/wcmsp5/groups/public/@arabstates/@ro-beirut/documents/publication/wcms_726174.pdf).

160. *Id.* at 8, 14.

161. Bantekas, *Legislating Through Policy Statements*, *supra* note 21, at 9; Qadri, *supra* note 157, at 320, 324.

162. *See generally* INT'L LAB. ORG., PROGRESS REPORT ON THE TECHNICAL COOPERATION PROGRAMME, *supra* note 145, at 12 (listing the ongoing efforts by the ILO, ITUC, and MOL to identify continued areas of concern in labor laws/practices and what steps to take to address them).

163. *Id.* at 18–19.

164. *See id.* at 3, 18, 21.

freedom to change jobs and to establish minimum wage standards.<sup>165</sup>

### *B. Certainty of the Provisions under the MSE Legal Framework*

In its position as an SGB, FIFA has established a legal framework that applies to all member associations across the globe, as well as its partners.<sup>166</sup> The legal framework, which is a form of global sports law, creates a system of legal checks and balances based on uniformity and stability, which engenders trust and reliability from sponsors that their investment towards MSEs will be viable.<sup>167</sup> These assurances are integral to the willingness of the sponsors to invest significant resources in the development of sporting activities.<sup>168</sup> In line with past experiences, Haar asserts that the degree to which a multinationals “will be held responsible depends on how strong its influence is.”<sup>169</sup> There are additional determinants of this form of influence, including the position of the actor in the hierarchy of the power structure, as well as the form of value produced by the actor.<sup>170</sup>

MSE implementing laws seldom address human rights issues in a comprehensive manner. In order to fill any gaps, if these can-

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165. See Al Thani, *Channelling Soft Power*, *supra* note 124, at 1742; Qadri, *supra* note 157, at 324–25.

166. See Blaine Sanders, *Play on? An Evaluation of FIFA's Legal Regime and Its Foundation in Alternative Dispute Resolution*, 56 VAND. J. TRANSNAT'L L. 283, 283, 285 (2023).

167. See Ken Foster, *Is There a Global Sports Law?*, 2 ENT. L. 1, 2–3 (2003); see generally ANDRE M. LOUW, AMBUSH MARKETING AND THE MEGA EVENT MONOPOLY: HOW LAWS ARE ABUSED TO PROTECT COMMERCIAL RIGHTS TO MAJOR SPORTING EVENTS 418 (Robert C. R. Siekmann et al. eds., 2012) (explaining that FIFA is among the MSE organizers who use strict commercial contractual agreements to protect sponsors investments).

168. See Nicole-Amanda Brandofino, *Kicking the Law: The Effects of FIFA Regulations on a World Cup Host Country's Legislative Process in Regards to Intellectual Property Protection*, 45 BROOK. J. INT'L L. 301, 307–08, 320 (2019).

169. Beryl Ph. Ter Haar, *The FIFA 2022 World Cup and Labour Rights: Seizing the Moment for Labour Law Reforms in Qatar*, 4 KUTAFIN L. REV. 140, 151 (2017).

170. See generally Heerdt & Roorda, *supra* note 104, at 27–28, 32–33, 45–46 (indicating the benefits received by each level/type of sponsorship and how few sponsors have publicly spoken out about the human rights issues associated with the sporting events, even after pressure from human rights organizations).

not sufficiently be addressed by existing legislation, policy documents are issued.<sup>171</sup> However, this approach creates a hierarchy in the components of the legal framework, which can contribute to neglecting procedures without recourse.<sup>172</sup> While countermeasures are in place, such as the installation of due diligence processes for monitoring the implementation of the provisions, the compliance and monitoring functions under FIFA and in the local Organizing Committees in the host countries are still weak.<sup>173</sup> For instance, under the 2022 QWCL, there are numerous examples where, despite the sufficiency of the provisions under the MSE legal framework, victims of human rights violations still faced challenges in getting justice and redress.<sup>174</sup>

#### IV. CHALLENGES IN NAVIGATING THE COMPLEX WEB OF RULES, POLICIES AND LAWS

The diversity of the components of an MSE legal framework presents a challenge to actors, who have to identify the provisions that are pertinent to their unique circumstances, adjust organizational policies to mirror the provisions under the laws and adopt any necessary changes to ensure the legality of their

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171. See generally Daniela Heerdt & Hans Erik Næss, *Large Sporting Events: Human Rights as a Game Changer*, WORKSHOP 1, 11–13 (2021), [https://www.europarl.europa.eu/RegData/etudes/STUD/2021/653642/EXPO\\_STU\(2021\)653642\\_EN.pdf](https://www.europarl.europa.eu/RegData/etudes/STUD/2021/653642/EXPO_STU(2021)653642_EN.pdf) (indicating that the policies of “sporting bodies” can help fill in the areas where frameworks fall short in addressing human rights abuses).

172. See generally Foster, *supra* note 167, at 13 (indicating that the current framework creates a hierarchy where sports organization rules come before local laws); see generally Heerdt, *Winning at the World Cup*, *supra* note 122, at 89–90 (stating that creating a framework to hold actors accountable is difficult when there are both direct and indirect abuses caused by actor involvement); see DANIELLA HEERDT, *BLURRED LINES OF RESPONSIBILITY AND ACCOUNTABILITY: HUMAN RIGHTS ABUSES AT MEGA-SPORTING EVENTS 2* (Tilburg Univ. 2021).

173. See generally Pedro José Mercado Jaén, Angeliki Bistaraki & Mathias Schubert, *Between Rhetoric and Reality: Effects of FIFA’s Human Rights Policy on Its Organisational Structures and Procedures*, 16 INT’L J. SPORT POL’Y & POL. 499, 501, 508–09 (2024) (indicating that although FIFA has enacted new measures to ensure that host countries meet the obligations to reduce negative impacts of MSE events, that further mechanisms are needed).

174. See Heerdt, *Winning at the World Cup*, *supra* note 122, at 87–89.

operations.<sup>175</sup> As observed by Heerdt, actors involved in MSEs have to maneuver a complex legal environment, with dynamic provisions due to changes introduced by FIFA, the local Organizing Committee, or the host country.<sup>176</sup> These challenges can be attributed to the lack of commensurate procedural rules for the substantive provisions under the MSE legal framework.<sup>177</sup> While substantive rules can be easily created through consultation and adaptation of provisions from other legal systems,<sup>178</sup> procedural rules are developed through a lengthy process and refined through practical experience.

Furthermore, some components of the MSE legal frameworks are characteristically a quid pro quo scheme, with FIFA pushing for extensive guarantees and legal exemptions to its benefit and the benefit of other related corporate actors.<sup>179</sup> The exemptions include, but are not limited to, commercial exclusivity zones around the MSE venues, extensive tax breaks, and unconditional control over pricing and sale of tickets to the event.<sup>180</sup> The inclination towards reciprocation, which is evident from the MSE legal frameworks, can be attributed to the inclination of the parties who design the laws to focus only on those that are relevant to the responsibility of the individual actor during the phases of the MSE lifecycle.<sup>181</sup> Whether inadvertently or by de-

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175. See Terri Byers, Emily Hayday & Athanasios (Sakis) Pappous, *A new conceptualization of mega sports event legacy delivery: Wicked problems and critical realist solution*, 23 SPORT MGMT. REV. 173, 175—176 (2020).

176. See Heerdt, *Addressing Human Rights Abuses*, *supra* note 41, at 1, 2.

177. Daniela Heerdt & William Rook, *Remedy and Redress for Sports Related Human Rights Abuses*, 22 INT'L SPORT L. J. 85, 88 (2022) (stating that existing mechanisms face both procedural and material challenges, failing to address certain types of abuses).

178. See generally Brandofino, *supra* note 168, at 315—16, 318—19 (indicating that FIFA requires countries to enact substantive laws to ensure brand protection and that countries will enact similar legislation to previous host countries).

179. See generally FIFA, *Overview of Government Guarantees and the Government Declaration*, 1—11, <https://digitalhub.fifa.com/m/502252882e0edd0e/original/ufybnq0f1kd2g1nhw5pc-pdf.pdf> (last visited Oct. 26, 2025) (stating that FIFA requires host countries to enact special regulations and laws for the World Cup, including tax and labor law exemptions).

180. *Id.* at 4—5, 10.

181. See generally Mutwalli, *supra* note 2 (stating that the legal framework imposed by FIFA for both the 2026 World Cup and 2025 Club World Cup benefit FIFA and its sponsors); see generally FIFA-WTO Study Estimates USD 47 billion Economic Output

sign, most of the victims of human rights violations are excluded from the process of formulating the laws.<sup>182</sup> In the absence of ongoing mitigation strategies,<sup>183</sup> it is challenging to prevent some of the human rights violations or mitigate the harm from the risks.<sup>184</sup>

To highlight one such scenario, this Article shall use the claims raised in the Swiss National Contact Point (Swiss NCP) by the Building and Woodworkers International (BWI) regarding violations of the rights of migrant workers in Qatar.<sup>185</sup> In the claim, BWI asserted that FIFA contravened its laws, as well as OECD guidelines on the operations of Multinational Entities (MNEs), by assigning the hosting duties to Qatar.<sup>186</sup> The contravention is linked to the claim that, at the time when FIFA selected Qatar as the host for the 2022 FWC, there was extensive documentation of human rights risks and violations by Qatar.<sup>187</sup>

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from FIFA Club World Cup and FIFA World Cup in the US, INSIDEFIFA (Apr. 4, 2025, at 09:45 PM), <https://inside.fifa.com/organisation/media-releases/fifa-wto-study-estimates-usd-47-billion-economic-output-from-fifa-club-world> (stating that FIFA events create billions of dollars in GDP and thousands of jobs for host countries); see HEERDT, BLURRED LINES, *supra* note 172, at 5–6.

182. See *generally* *Playing a Dangerous Game?*, AMNESTY INT'L (June 6, 2024), <https://www.amnesty.org/en/latest/news/2024/06/global-fifa-must-protect-human-rights-by-securing-binding-safeguards-from-2030-and-2034-world-cup-bidders-new-report/> (implying that FIFA does not sufficiently consult with human rights organizations and victims during the bidding process); see *generally* Heerdt & Rook, *supra* note 177, at 85, 89 (stating that MSE mechanisms either don't seek the input of those affected by the human rights abuses or don't do so in a meaningful way).

183. See *Predictable and Preventable: Why FIFA and Qatar Should Remedy Abuses Behind the 2022 World Cup*, AMNESTY INT'L (2022), [https://www.amnesty.org.pl/wp-content/uploads/2022/10/MDE-22.5586.2022-Predictable-and-preventable\\_Why-FIFA-and-Qatar-should-remedy-abuses-behind-the-2022-World-Cup-1.pdf](https://www.amnesty.org.pl/wp-content/uploads/2022/10/MDE-22.5586.2022-Predictable-and-preventable_Why-FIFA-and-Qatar-should-remedy-abuses-behind-the-2022-World-Cup-1.pdf).

184. SPALDING, A NEW MEGASPORT LEGACY, *supra* note 68, at 196 (noting that Law No. 15 of 2010, which was designed to prevent the housing of migrant workers in residential locations, was responsible for most of the violations of human rights of migrant workers in relation to housing. The law exacerbated already ineffective housing monitoring and enforcement mechanisms).

185. ORG. FOR ECON. COOP. AND DEV., *Fédération Internationale de Football Association (FIFA) and Building and Wood Workers' International (BWI)* (Oct. 13, 2015), <https://mneguidelines.oecd.org/database/instances/ch0013.htm> (explaining that the NCP is an entity established to ensure responsibility in business conduct, in line with OECD guidelines on how multinational entities should conduct their business).

186. *Id.*

187. See *id.*

FIFA should have known or predicted the possibility that that particular violation would occur, based on the due diligence processes that were part of the guarantees offered during the bidding process.<sup>188</sup> The fact that FIFA opted for a host nation with such a human rights record without requiring any commitments for the prevention and mitigation of any risks to human rights displays FIFA's lack of due diligence.

In the claim, the BWI argued that because FIFA is a multinational entity according to the definition by the OECD, it was individually responsible for ensuring that the human rights of the migrant workers were respected because they were involved in the construction of infrastructure for the FIFA event.<sup>189</sup> Additionally, BWI claims that FIFA's culpability exists in its failure to conduct sufficient and continuous due diligence on the strategies adopted by Qatar to mitigate and remedy human rights violations during the lifecycle of the MSE.<sup>190</sup> By so doing, FIFA failed to adhere to the 2011 guidelines for MNEs, because it (FIFA) did not take sufficient measures to prevent or cease actions that led or contributed to the violation of human rights of different actors during the lifecycle of the MSE.<sup>191</sup> Furthermore, BWI claimed that FIFA failed to leverage its position and power with the Qatari government to fast-track the required reforms on human rights, specifically regarding migrant workers, that would have mitigated or prevented the specific human rights violations.<sup>192</sup>

In its submissions, the BWI utilized the OECD procedures to map out the process through which FIFA can extricate itself from blame.<sup>193</sup> BWI tasked the SWISS NCP to require FIFA to prove that it (FIFA) took steps to leverage its power and position to

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188. Zahra Barbar & Neha Vora, *The 2022 World Cup and Migrants' Rights in Qatar: Racialised Labour Hierarchies and the Influence of Racial Capitalism*, 93 POLITICAL Q. 498 (2022); ORG. FOR ECON. COOP. AND DEV., *supra* note 185.

189. ORG. FOR ECON. COOP. AND DEV., *supra* note 185.

190. *Id.*

191. *Id.*

192. *Id.*

193. NAT'L CONTACT POINT OF SWITZ., FINAL STATEMENT: SPECIFIC INSTANCE REGARDING THE FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA) SUBMITTED BY THE BUILDING AND WOOD WORKERS' INTERNATIONAL (BWI) (2017), <https://mneguidelines.oecd.org/database/instances/ch0013.htm>.

mandate the Qatari government to prevent or mitigate human rights risks.<sup>194</sup> The measures are aligned with the policy on due diligence by MNEs according to the UN Guiding Principles (UNGPs) and OECD principles, which apply to all phases of the MSE lifecycle.<sup>195</sup> In its defense, FIFA underscored its commitment to principles of good governance, as contained in the 2016 FIFA Statutes.<sup>196</sup> The principles include the multi-stakeholder approach, which can be traced to the 2017 accession to the IHRB-led MSE platform,<sup>197</sup> and its measures are summarized as follows:

[FIFA] reassures its commitment to a continuous multi-stakeholder approach, which has to be addressed consistently and comprehensively in the entire lifecycle of the process, i.e. from recruitment to repatriation, and confirms its commitment to dialogue and close monitoring of the progress and the announcements made. The responding party considers the protection of workers' rights as an urgent and complex issue which requires the coherent involvement and support of all relevant stakeholders such as, among others, enterprises having construction sites in Qatar and the migrant workers' countries of origin.<sup>198</sup>

In addition, FIFA made a counterclaim that the OECD guidelines on due diligence for MNEs have unique implications on its operations as an SGB over the lifecycle of an MSE. FIFA claimed that its status as an organization under the Swiss Civil Code, Article 60ff absolves it of responsibilities as a multinational entity.<sup>199</sup> A joint outcome arrived at in 2017 featured five priority areas, including: (i) measures for FIFA to use its leverage over

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194. *Id.*

195. *Id.*

196. *FIFA Statutes*, *supra* note 5; AMNESTY INT'L, *Predictable and Preventable*, *supra* note 183.

197. IHRB, *FIFA Joins Mega-Sporting Events Platform for Human Rights* (2017), <https://www.ihrb.org/latest/fifa-joins-mega-sporting-events-platform-for-human-rights>.

198. Org. for Econ. Coop. and Dev., *supra* note 185.

199. *Id.*

Qatar in ensuring adherence to human rights policies; (ii) implementation of FIFA's human rights policies in line with the 2016 FIFA Statutes; (iii) enhanced monitoring of labour conditions in the country; (iv) establishment of mechanisms for workers to launch claims and complaints and grievances; and (v) establishment of an oversight institution to serve as an advisor to FIFA.<sup>200</sup>

While the propositions by the Swiss NCP are valid, they are simply a restatement of the Ruggie Principles, which were adopted by FIFA as early as 2014.<sup>201</sup> Furthermore, the case reveals the inefficiencies that arise in accessing redress and remedy for victims of human rights violations, due to the complex legal and institutional infrastructure. A similar situation is apparent from the Alam case, whereby the lack of procedural rules on how the initiation of claims in response to human rights violations implies that there is no specificity in the institutions that represent the victims seeking redress.<sup>202</sup> Because each claim is initiated by a different entity, there is a lack of standardized procedures based on knowledge and experience in this type of litigation.<sup>203</sup> On the other hand, FIFA (and its partners), who have participated as defendants in this type of litigation, have the benefit of knowledge from experience, in addition to their resources.<sup>204</sup>

To address this fundamental challenge in the remediation process, Qatar introduced international best practices in the resolution of disputes relating to sporting events, and ultimately established a legal legacy for the MSE.<sup>205</sup> Qatar, through the SC, also initiated a cooperation framework for the arbitration of

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200. *Id.*

201. Ruggie, *supra* note 136.

202. Haley Christenson, *For the Game. For the World. But What About for the Workers? Evaluating FIFA's Human Rights Policy in Relation to International Standards*, 20 SAN DIEGO INT'L L.J. 93 (2018).

203. *Id.* (noting that although the United Nations sets standards on complying with human rights, not all countries can identify and protect victims).

204. *Id.*

205. *Id.*

claims arising during the lifecycle of the MSE.<sup>206</sup> The cooperation was between the CAS and Qatar Sports Arbitration Foundation (QSAF) for the formation of an exclusive tribunal for sports arbitration, ‘the Qatar Sports Arbitration Tribunal (QSAT)’, with two primary goals.<sup>207</sup> First, to provide professional development in the purview of general and sports arbitration for the MSEs held in Qatar.<sup>208</sup> According to QSAF, the framework “guarantees the exchange of experiences to ensure that our organization operates following the best international standards and practices.”<sup>209</sup> Second, in line with the memorandum of association signed between the QSAF and the Qatar International Court and Dispute Resolution Centre (QICDRC), the cooperation framework sought to enhance the efficiency of dispute resolution in sports-related claims in Qatar.<sup>210</sup> The QSAT is comprised of professional mediators and arbitrators, and its operations are guided by its constitution.<sup>211</sup>

The cooperation framework sought to optimize the exploitation of resources and capabilities available within the host country in facilitating the arbitration and adjudication of all claims arising out of the event.<sup>212</sup> It also established novel aspects of the obligation of the country, as outlined in the initial bid documents, including additional agreements, and how the country interacted with stakeholders and actors involved in the various phases of the MSE lifecycle.<sup>213</sup>

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206. QATAR SPORTS ARBITRATION FOUNDATION ARBITRATION RULES, QATAR SPORTS ARB. FOUND. (2018), <https://www.qsaf.qa/wp-content/uploads/2019/07/QSAT-Arbitration-Rules-English.pdf>.

207. QSAF and CAS entered into an MOU in 2019, according to which all World Cup disputes for which ordinarily CAS enjoyed jurisdiction would go to QSAT. *QSAF Collaborates with ICAS/CAS*, QATAR SPORTS ARB. FOUND., <https://qsaf.qa/en/qsaf-collaborates-with-icas-cas/> (last visited Feb. 6, 2026).

208. *Id.*

209. *Id.*

210. QATAR INT’L CT. & DISP. RESOL. CTR., ECOURT – QATAR INTERNATIONAL COURT AND DISPUTE RESOLUTION CENTRE CASE MANAGEMENT SYSTEM (2018), [https://nacmnet.org/wp-content/uploads/QATAR\\_Final-Submission.pdf](https://nacmnet.org/wp-content/uploads/QATAR_Final-Submission.pdf).

211. QATAR SPORTS ARB. FOUND., ARBITRATION RULES, *supra* note 206.

212. *Id.* (stating that all parties involved should make reasonable efforts to make sure an award is actually enforceable and complied with).

213. QATAR SPORTS ARB. FOUND., ARBITRATION RULES, *supra* note 206; QATAR SPORTS ARB. FOUND., *QSAF Collaborates with ICAS/CAS*, *supra* note 207.

### V. GAPS IN THE APPLICATION/ENFORCEMENT OF WORLD CUP IMPLEMENTING LAWS

The agenda for reforms in the rules, policies and laws relating to MSEs developed in the run up to the Russian and Qatari MSEs.<sup>214</sup> The agenda is more evident in the 2022 Qatari World Cup Law (WCL). However, there is a characteristic lag in the assimilation of human rights laws into the various components of the MSE legal framework.<sup>215</sup> These delays have implications for the extent to which the reforms aimed at alleviating human rights violations engender real impacts during the MSEs.<sup>216</sup> The results of the Swedwatch survey provide insights into the weaknesses in the current MSE legal frameworks that limit certainty in their applicability towards the protection of human rights, by sponsors of SMEs.<sup>217</sup> First, the survey reveals that the sponsors rarely consult with other actors involved in the MSE regarding the inherent risks of human rights violations or other mitigations put in place.<sup>218</sup> The failure is attributed to how sponsorship for MSEs is organized, whereby each entity contracts with the organizing committee and SGB separately.<sup>219</sup> The lack of coordination leads to inefficiencies that arise due to a lack of synergy and failure to exploit potential symbiotic relationships in their human rights endeavors.<sup>220</sup>

The enforcement of the provisions under the MSE legal framework is a complex and multifaceted process, aimed at ensuring that the laws and regulations are followed. It entails the identification and addressing of instances of non-compliance, as well as taking measures to ensure that all persons comply with those provisions.<sup>221</sup> Enforcement also occurs through reporting requirements, inspections by the enforcer, self-monitoring within

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214. QATAR SPORTS ARB. FOUND., ARBITRATION RULES, *supra* note 206; Björnsson, *supra* note 52.

215. AMNESTY INT'L, *Predictable and Preventable*, *supra* note 183.

216. Björnsson, *supra* note 52.

217. *Id.* at 10–14.

218. *Id.*

219. *Id.* (detailing that some companies conduct their own risk mapping regarding human rights while others do not and wait for more information to proceed).

220. *Id.* at 10–15.

221. See IHRB, THE MEGA-SPORTING EVENT LIFECYCLE, *supra* note 109, at 18, 30.

the institutions, screening for non-compliance and ex-officio reports.<sup>222</sup> To ensure compliance, supportive or punitive measures should be included in the legal framework. Using the example of the exploitation of foreign workers, both Qatar and Russia failed to implement compliance and enforcement mechanisms for the laws regarding the protection of human rights during the MSEs.<sup>223</sup> FIFA has also failed to mandate potential bidders to implement the necessary protections for this particular human rights risk, even though a universal standard exists, as outlined under the Dhaka Principles.<sup>224</sup> The framework, which was created by the IHRB,<sup>225</sup> is built on two principles: equality in protections under employment law, and equality in the treatment of all employees.<sup>226</sup> The Dhaka Principles are a set of rules that countries should use to ensure that migrant workers are treated fairly. The Dhaka Principles framework provides a checklist for countries to follow to ensure the rights of migrant workers is protected.<sup>227</sup> In order to support the effort to make human rights central to MSEs, the IHRB became a partner to FIFA in 2017, as part of a multi-stakeholder collaboration under the umbrella of the MSE platforms for Human Rights.<sup>228</sup>

FIFA instituted a Human Rights Advisory Board (HRAB) in 2017, whose role was to recommend the most effective approaches to address the human rights issues facing the event.<sup>229</sup> Following widespread consultation, the HRAB concluded that FIFA has responsibility for human rights violations during a FIFA MSE and that it should take the necessary measures to mitigate all

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222. ANNUAL EXTERNAL COMPLIANCE REPORT OF THE SUPREME COMMITTEE FOR DELIVERY & LEGACY'S WORKERS' WELFARE STANDARDS, IMPACTT 2, 6 (2023).

223. AMNESTY INT'L, UNFINISHED BUSINESS: WHAT QATAR MUST DO TO FULFILL PROMISES ON MIGRANT WORKERS' RIGHTS 21–22 (2022); HUM. RTS. WATCH, EXPLOITATION OF CONSTRUCTION WORKERS ON WORLD CUP SITES IN RUSSIA 1, 2, 31 (2017).

224. *Saudi Arabia: 2034 World Cup Risks Widespread Labor Abuse*, HUM. RTS. WATCH (Nov. 8, 2024), <https://www.hrw.org/news/2024/11/08/saudi-arabia-2034-world-cup-risks-widespread-labor-abuse>; IHRB, MIGRATION WITH DIGNITY: A GUIDE TO IMPLEMENTING THE DHAKA PRINCIPLES 4 (2023).

225. IHRB, MIGRATION WITH DIGNITY, *supra* note 224, at 4.

226. Christenson, *supra* note 202, at 121.

227. IHRB, MIGRATION WITH DIGNITY, *supra* note 224, at 4; Christenson, *supra* note 202, at 121.

228. IHRB, *FIFA Joins Mega-Sporting Events Platform*, *supra* note 197.

229. FIFA HUM. RTS. ADVISORY BD., THIRD REPORT BY THE FIFA HUMAN RIGHTS ADVISORY BOARD 3 (2019).

risks and remedy the adverse effects on the victims.<sup>230</sup> The HRAB recommended that FIFA should take steps to create “a shared set of labor standards across all construction projects in [Qatar]” and support a “discussion involving all the key actors in the construction sector in Qatar.”<sup>231</sup>

The institution enabled FIFA to, for the first time, take responsibility for its actions in response to the human rights violations associated with an MSE event, including violations that occurred during construction.<sup>232</sup> However, the response lacked substance due to how it was carried out. In Qatar, questions have been raised about whether the proposed employment reforms have been effectively implemented and supported by strong legal compliance mechanisms.<sup>233</sup> Despite positive outcomes, the MSE legal framework is structured in a manner that completely shields FIFA from all forms of liability concerning human rights violations during the event.<sup>234</sup> Under the framework, FIFA emphasizes that it is the responsibility of the host nation to monitor and prevent any human rights violations across the lifecycle of the MSE.<sup>235</sup> The assertion is made, despite the reality that FIFA is extensively involved in the implementation of the events.<sup>236</sup> In the absence of exogenous motivations, host countries tend to be similarly reluctant enforce laws related to human rights violations.<sup>237</sup>

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230. AMNESTY INT’L, *Predictable and Preventable*, *supra* note 183, at 6.

231. FIFA HUM. RTS. ADVISORY BD., *supra* note 229, at 9—10.

232. *Id.* at 9.

233. *Qatar’s Performance Reports on Labour Law Reforms Raises Concern of Regressing on Commitments*, MRRORS (Dec. 4, 2023), <https://www.mrrors.org/2023/12/qatars-performance-reports-on-labour-law-reforms-raises-concern-of-regressing-on-commitments/>.

234. Griffin A. Clark, *UNHRC Resolution 26/9: Is a New International “Red Card” Enough to Keep FIFA and Others Accountable?*, 22 CHI. J. OF INT’L L. 621, 639 (2022).

235. *See id.* (noting that FIFA believed the monitoring and prevention of human rights violations during the 2022 World Cup should be left to the host nation, Qatar).

236. *Id.*

237. *See id.* at 638–39 (explaining that Qatar, a host country, only modified its existing labor laws because of external pressure from the ILO).

## VI. PROPORTIONALITY AS A PRINCIPLE UNDER WORLD CUP IMPLEMENTING LAWS

The legal frameworks adopted by SGBs utilize the principle of prioritization, whereby the focus is directed towards the most pertinent or pressing issues.<sup>238</sup> This strategy is a double-edged sword, with its efficacy limited, because the inclination of the SGB to act is dependent on the extent to which a category of issues is perceived as pertinent, from a temporal and spatial perspective. Despite the foundational universality of human rights, there are differences in the origin (geographical or historical), moral basis, implementation, acceptance, etymology and meaning.<sup>239</sup> There are two divergent conceptions of the universality of human rights.<sup>240</sup> On one hand, contemporary human rights are context-specific and can be linked to specific experiences and struggles, mostly in Western societies.<sup>241</sup> Consequently, the responses to those struggles and experiences, in the form of institutionalization and development of power dynamics, present Western societies with an advantage over other societies.<sup>242</sup> The resultant Western imperialist tendencies in the conceptualization of ideas and solutions relating to human rights risks arise from the first-mover and first-hand experience of these particular societies.<sup>243</sup> On the other hand, human rights concepts have evolved in a manner that nullifies the effects of time and space. Under this perspective, the universal human rights standards are a product of the contributions from the unique set of structures and ideals of these societies.

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238. Heerdt & Roorda, *supra* note 104, at 29 (explaining how SGBs focus specifically on issues related to “domestic labour laws, tort laws, immigration laws, intellectual property laws, competition [and] tax laws,” and require host countries to provide guarantees to ensure that these issues do not negatively affect the MSE).

239. Shubham Jain, *Resistance and Reform as Responses to Human Rights Criticism: Relativism at FIFA World Cup Qatar 2022*, 24 GERMAN L. J. 1691, 1693 (2023).

240. *See id.* (describing the tension between cultural relativism, which situates human rights in specific Western historical contexts, and universalism, which posits that human rights have a minimum common core present across all societies).

241. *Id.*

242. *Id.*

243. *See id.* at 1693, 1701 (explaining that because the modern human rights framework originated from the experiences of Western societies and operates through Western-led processes, there is an inherent imperialism built in the concepts that favor these Western countries).

The MSE legal framework is positioned on a spectrum between the two diverse conceptualizations of human rights. On one hand, there are elements of universalism, whereby the normative idealists believe that human rights are ‘known’, while on the other hand, the elements of relativism emerge from due diligence processes, as individual host countries and SGBs face tasks of identifying the specific human rights risks, exposures and violations concerning each MSE.

An ITUC report from 2014 predicted that over 4,000 people could lose their lives by the start of the event in 2022.<sup>244</sup> In comparison, only 21 fatalities were directly attributable to the 2018 FWC in Russia.<sup>245</sup> There are inconsistencies in how compliance with minimum standards on the protection of human rights can be achieved among different actors. During the two World Cup events (Russia 2018 and Qatar 2022), because the UN Guiding Principles on Business and Human Rights (the Ruggie Rules) had not been embedded into the MSE legal framework, the minimum standards were derived from a diversity of frameworks, including those derived from the ILO, UN and the Centre for Sports and Human Rights, among others.<sup>246</sup>

To address the concerns relating to providing grievance mechanisms in line with the provisions under UN Guiding Principle No. 31 for individuals impacted by the FIFA World Cup, both FIFA and FWC Qatar LLC introduced the Inclusivity Initiative.<sup>247</sup> The initiative established the first grievance mechanism for human rights violations related to MSEs, specifi-

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244. THE CASE AGAINST QATAR, ITUC SPECIAL REPORT 4, 14 (2014), [https://www.ituc-csi.org/IMG/pdf/the\\_case\\_against\\_qatar\\_en\\_web170314.pdf](https://www.ituc-csi.org/IMG/pdf/the_case_against_qatar_en_web170314.pdf).

245. HUM. RTS. WATCH, RUSSIA: FIFA WORLD CUP 2018 HUMAN RIGHTS GUIDE FOR REPORTERS 10 (2018).

246. See MEGA SPORTING EVENTS PLATFORM FOR HUMAN RIGHTS, *Sports Governing Bodies and Human Rights Due Diligence*, in SPORTING CHANCE WHITE PAPER 1, 13 (2017) (noting that FIFA formally committed to incorporating the UN Guiding Principles into the bidding process for the 2026 World Cup); MEGA SPORTING EVENTS, JOINT STATEMENT ON THE OCCASION OF THE WILTON PARK MEETING ON HUMAN RIGHTS AND MEGA-SPORTING EVENTS (2015); Grace E. George, *The Sinister Truth of Mega-Sporting Event Preparations*, 34 MARQ SPORTS L. REV. 219, 226 (2023) (explaining that the Centre for Sports and Human Rights’ Sporting Chance Principles requires MSE’s to always consider human rights risks).

247. FIFA HUMAN RIGHTS GRIEVANCE MECHANISM, INSIDEFIFA, <https://inside.fifa.com/tournament-organisation/world-cup-2022-sustainability-report/social-impact/inclusivity/fifa-human-rights-grievance-mechanism> (last visited Oct. 24, 2025).

cally the 2022 FWC finals.<sup>248</sup> The initiative was designed to enhance the effectiveness in the achievement of human rights commitments. It created a secure and anonymous channel for different categories of actors involved in the MSE lifecycle to communicate and report.<sup>249</sup> The initiative featured a quantitatively calibrated performance standard intending to ensure that seventy percent of the submitted reports and communications relating to the event were resolved.<sup>250</sup> By 2023, eighty-six percent of the 264 submissions that were deemed relevant and within the scope of the MSE and human rights concerns had been addressed.<sup>251</sup>

#### VII. APPLICATION OF THE MSE LEGAL FRAMEWORK

The application of MSE legal frameworks is complicated by the peculiarly pluralist nature of the laws, which can be attributed to the overlaps in three categories of law: domestic laws, *lex sportiva*, and human rights laws.<sup>252</sup> While the changes discussed here reveal scenarios where the MSE legal framework contained amendments to the legal framework of the host countries, those domestic laws are still applicable to the degree that there are no conflicts between the two.<sup>253</sup> Existing scholarship questions the decision by FIFA to award the role of hosting the 2018 and 2022 FWC events without proper due diligence on human rights standards and performance by the two host countries as well as a lack of appropriate communication on how FIFA and host countries planned to address and manage the risks of human rights violations across the MSE lifecycle.<sup>254</sup> However, FIFA's commitment to human rights does not entail refraining from engaging with specific countries as hosts for MSEs, even when those countries have questionable records in

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248. *Id.*

249. *Id.*

250. *Id.*

251. *Id.*

252. Heerdt, *Addressing Human Rights Abuses*, *supra* note 41, at 2.

253. *Id.*; Valcke v. FIFA, CAS 2017/A/5003 (2018) (stating that FIFA regulations take precedence over Swiss law).

254. ITUC SPECIAL REPORT, *supra* note 244.

terms of human rights performance.<sup>255</sup> Despite the attractiveness of a proposal for FIFA to adopt this stance, a decision like this would run counter to the role of FIFA in governing football-related events across the globe. What FIFA is more focused on is understanding the risks of a violation of human rights that may be attributed to itself (FIFA), as well as a sincere review of what other actors that participate in MSEs can do about those risks.<sup>256</sup>

Where FIFA has willing partners and is committed to using its own leverage, we have seen that substantial progress is possible. Where that is not the case, FIFA can still make the decision to engage but should do so with eyes wide open and a realistic mitigation strategy, in the same way the organization would handle any other type of risk – be it financial, operational or reputational.<sup>257</sup>

FIFA offers a prompt, qualified, and cost-efficient approach to the resolution of disputes relating to MSEs. However, concerning disputes relating to human rights violations, FIFA has failed in terms of efficiency and legitimacy.<sup>258</sup> The resolution provision under FIFA statutes highlights the autonomy in disputes that relate to MSEs.<sup>259</sup> Autonomy is also facilitated by the regulatory privileges that nation states across the globe grant to FIFA, as well as the inclination of the nation-states to refrain from intervening in the affairs of the SGB.<sup>260</sup> Such regulatory

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255. *See id.* (showcasing that FIFA is moving forward with the 2022 World Cup in Qatar despite numerous accounts of human rights violation).

256. *Human Rights Approach*, INSIDEFIFA, <https://inside.fifa.com/human-rights/strategy> (last visited Feb. 6, 2026) (showing FIFA's steps towards human rights and how they work with others to ensure compliance).

257. FOURTH REPORT BY THE FIFA HUMAN RIGHTS ADVISORY BOARD, FIFA HUM. RTS. ADVISORY BD. (2020), <https://digitalhub.fifa.com/m/25237da419e1f62f/original/pyume2cahuue2szxgjqwq-pdf.pdf>.

258. *FIFA Broke Own Human Rights Rules for World Cup Hosts*, HUM. RTS. WATCH (Oct. 27, 2023), <https://www.hrw.org/news/2023/10/27/fifa-broke-own-human-rights-rules-world-cup-hosts> (showing that FIFA has abandoned their human rights standards in awarding 2030 and 2034 World Cups).

259. *FIFA Statutes*, *supra* note 5 (explaining at Rule 57 that the Court of Arbitration for Sport (CAS) alone will handle any disputes that arise).

260. Branislav Hock & Suren Gomstian, *Private Order Building: The State in the Role of the Civil Society and the Case of FIFA*, 17 INT'L SPORTS L.J. 186, 186 (2018).

privileges enable the private order to establish a robust association through contractual stability.<sup>261</sup>

#### VIII. LOGISTICAL CHALLENGES IN IMPLEMENTING POLICY CHANGES

The logistics of implementing the commitments under the MSE legal framework, including the human rights policies, is a complex process that takes time and money.<sup>262</sup> Normally, the legal framework for each FWC event is comprised of several legal documents, including the FIFA statutes, rules on the status of participating teams and team members, and other protocols and circulars necessary for that specific event.<sup>263</sup> The generic structure of the legal framework is provided by the Legal and Compliance Division within FIFA which also serves as an advisory agency for committees and internal bodies under FIFA's institutional infrastructure.<sup>264</sup> While provisions that relate to preparations for the event, such as infrastructural development and ESAMLs, are easy to implement, the same level of success has not been achieved regarding human rights protections.<sup>265</sup> These changes are a double-edged sword, as observed by Jaén, Bistaraki and Schubert, who stated that there are "... significant organi[z]ational and administrative changes, increased resources, improvements in the FIFA World Cup bidding process and enhanced stakeholder engagement. On the other, challenges persist in fully integrating human rights throughout the

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261. *See id.* at 190.

262. *See* IHRB, *The Mega-Sporting Event Lifecycle*, *supra* note 109, at 9, 14 (highlighting that an MSE needs stakeholders and can take up to 10 years from conception to delivery).

263. FIFA LEGAL HANDBOOK, FIFA (2022), <https://digitalhub.fifa.com/m/8222fe0e3964060/original/FIFA-LEGAL-HANDBOOK-EDITION-SEPTEMBER-2022.pdf>.

264. *Division: Legal & Compliance*, INSIDEFIFA, <https://inside.fifa.com/organisation/divisions/legal-and-compliance> (last visited Mar. 1, 2026).

265. Seamus Byrne & Jan Andre Lee Ludvigsen, *Sport Mega-Event Governance and Human Rights: The 'Ruggie Principles,' Responsibility and Directions*, 42 LEISURE STUD. 165, 167 (2022) (showcasing that implementing human rights measures requires training, investment, and capacity-building across many levels of governance); Dickerson M. Downing, Rodrigo Azevedo & Mary R. Bram, *Ambush Marketing: Coming Soon to a Stadium Near You*, ASS'N OF CORP. COUNS. (Jan. 22, 2013), <https://www.acc.com/resource-library/ambush-marketing-coming-soon-stadium-near-you> (highlighting that enacting laws is routine and completed well in advance of the event).

organi[z]ation, particularly in leadership, governance structures, political decision-making, and remedy mechanisms.”<sup>266</sup>

These logistical challenges in implementing the MSE in line with the commitments under the legal framework can play a role in amplifying the human rights violations for which they are designed to protect, respect, and remedy. For example, some provisions under the 2018 Russian WCL, which were created to avoid delays in initiating the World Cup projects, therein allowed the Local Organizing Committee to initiate projects without waiting for authorization, as long as applications for allotment of land were made.<sup>267</sup> Similarly, the law reduced the waiting period for authorizations to a month, thus limiting the possibility of judicial interventions of parties seeking to challenge the seizure of such land.<sup>268</sup> Additional contraventions of human rights policies due to the logistical challenges linked to MSEs are evident from the changes to labor laws, to allow for extension of working hours and work during weekends.<sup>269</sup>

#### IX. AMBUSH MARKETING AND FREEDOM OF SPEECH

Ambush marketing is an attack on the exclusivity sought and wished for by event sponsors.<sup>270</sup> It thus has the potential to diminish the essence of event sponsorship by weakening the product offered by the organizers of the MSE, diluting the value of sponsorship, and reducing the ability of the event to attract sponsors in the future.<sup>271</sup> Consequently, countries that bid to host these events have to put measures in place to market the sponsorship packages for corporations, rights to telecasts, and opportunities for merchandizing. ESAMLs became a necessary component of MSE legal frameworks following the ambush of the 1996 Atlanta Olympics by Nike, which devastated the credibility

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266. Jaén, Bistaraki & Schubert, *supra* note 173, at 499.

267. Federal Law No. 108-FZ, *supra* note 37.

268. *Id.*

269. *Id.*

270. See generally Dana Ellis, Teresa Scassa & Benoit Séguin, *Framing Ambush Marketing as a Legal Issue: An Olympic Perspective*, 14 SPORTS MGMT. REV. 297, 298 (2011) (explaining that the definition of Ambush Marketing is oftentimes vague but is understood to mean a “. . . manifestation of aggressive marketing strategies within a highly competitive environment.”).

271. *Id.* at 302.

of the IOC.<sup>272</sup> As a proactive measure against similar ambushes in the future, other SGBs like FIFA adopted anti-ambushing strategies that are more assertive. In describing the scenario, Dwyer and Fredline stated:

Nike's omnipresence at the Atlanta Olympic Games served as an alarming "wake-up call" for organizers of major sporting events to not only acknowledge the potential negative impact of ambush marketers but also to adopt more vigilant sponsorship program protection strategies that have evolved with each successive major sporting event.<sup>273</sup>

Through ESAMLs, each potential sponsor to an MSE is cognizant of their responsibilities, with the nature of obligations influencing how the benefits from the event are apportioned.<sup>274</sup> ESAMLs make it possible for holders of rights to sporting events, as well as sponsors, to have an active policy through which all intellectual property rights linked to the event can be registered and protected in ways that ensure that benefits accrue to certain actors.<sup>275</sup> ESAMLs are bid-mandated laws aimed at providing private entities with additional legal protections during the lifecycle of an MSE, superior to that which is available under the laws and policies of the host country.<sup>276</sup> These laws are designed to protect the utility of the event sponsorship programs by

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272. Ankita Ranawat & Samrita Shankar, *Ambush Marketing in Major Sporting Events and the Legal Framework Surrounding It*, THE L. BRIGADE PUBLISHERS (Sept. 27, 2019), <https://thelawbrigade.com/competition-law/ambush-marketing-in-major-sporting-events-and-the-legal-framework-surrounding-it/>.

273. Larry Dwyer & Liz Fredline, *Special Sport Events—Part II*, 22 J. OF SPORT MGMT. 495, 497—98 (2008).

274. Brian R. Socolow, *Ambush Marketing*, LOEB & LOEB LLP (Jan. 2010), <https://www.loeb.com/en/insights/publications/2010/01/ambush-marketing> (showcasing that sponsors offer money in exchange for a variety of benefits); Alex Kelham, *The FIFA World Cup 2022- Ambush Marketing and the Law*, LEWIS SILKIN (Aug. 2022), <https://www.lewissilkin.com/insights/2022/08/09/the-fifa-world-cup-2022-ambush-marketing-and-the-law> (highlighting that potential sponsors should avoid misleading advertisements or advertisements that directly violate the event laws).

275. LOUW, *supra* note 167, at 163 (showcasing that ESAMLs are how organizers and sponsors obtain additional intellectual property protections).

276. Ellis, Scassa & Séguin, *Framing Ambush Marketing as a Legal Issue*, *supra* note 270, at 302 (demonstrating that countries have passed new Acts related to the control of ambush marketing).

establishing conditions that fulfill the contractual obligations of the official sponsorship programs, while also protecting the related economic value.<sup>277</sup> By requiring prospective host countries to commit to establishing such legislation, SGBs leverage the significant interest in hosting their event, thereby making ESAML an integral concession during the bidding process.<sup>278</sup> The laws impose limits on particular companies to prevent the free appropriation of benefits from associating with the goodwill from an MSE unless they pay for the goodwill, thereby validating the value of the opportunity as an official sponsor of the event.<sup>279</sup> Thus, these forms of legislation are necessary for event sponsors to recoup their investment, thereby justifying the financial support that they provide for the success of MSEs. This perspective references what researchers such as Ellis and others termed as “to protect the value of its official sponsorship programmes, the enactment of event-specific ambush marketing legislation has become a condition specifically mandated within the host country bid process.”<sup>280</sup>

The legislation is designed to grant sports organizations legal protections that are not available to other private actors in the same market. Proponents of ESAMLs argue that the laws safeguard the brand of the official sponsors of the MSE.<sup>281</sup> In the absence of such expansive laws, it is argued that ambush marketing will lead to the benefits going to entities, not officials involved such sponsors, thereby limiting the attractiveness of sponsorship deals. These positions are based on the assumption that ambush marketing causes direct or indirect harm to the SGB sponsorship program. The ESAMLs also entail the establishment of an institutional infrastructure to address the complex intellectual property rights issues that may arise during the phases of the MSE lifecycle. These committees handle all the legal

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277. *Brand Protection*, INSIDEFIFA (June 20, 2025), <https://inside.fifa.com/tournament-organisation/brand-protection>.

278. Ellis, Scassa & Séguin, *Framing Ambush Marketing as a Legal Issue*, *supra* note 270, at 302 (highlighting that countries pine to host the Olympic Games and will agree to ESAMLs).

279. *Id.* at 303.

280. Steve McKelvey & Neil Longley, *Event-Specific Ambush Marketing Legislation for Mega-Sporting Events: An Economics Perspective*, *INT'L J. OF SPORTS MKTG. & SPONSORSHIP* 20, 20 (2015).

281. *Id.* at 24.

burdens associated with infringements against the laws, thereby preventing incidents of ambush marketing during the MSE.<sup>282</sup> The provisions present the highly profitable partners with extraordinary protections on the use of trademarks, beyond what is afforded to other corporations in the market.

Most host countries display a willingness to readily grant such legislative protections due to the confluence of two factors.<sup>283</sup> Over time, it has become necessary for SGBs to look beyond the pejorative conceptualization of ‘ambush marketing’, due to the diversity of ambiguities.<sup>284</sup> To skirt the ever-changing legal landscape, ambush marketers have adopted a variety of legitimate and morally justifiable approaches to encroach on the public perceptions of an MSE. This involves non-sponsors (technically, the ambush marketers), utilizing legal activities that do not necessarily confuse consumers. In response, as shown by the analysis of the legal frameworks from the two MSEs, FIFA has adopted an increasingly stringent stance towards ambush marketing. The laws reveal that FIFA imposes mandates to ensure that host countries acknowledge the inclusive and unrestricted ownership of any relevant commercial rights concerning the event.<sup>285</sup> In response, both Qatar and Russia have had to create laws that protect FIFA and other stakeholders. The restructuring imposed by these laws creates challenges for host countries and other corporations, most of which are neither involved in the sponsorship nor interested in ambush marketing. As observed by Brandofino, “. . . host countries face legal challenges in the form of changing or enacting laws in a short amount of time to fully comply with FIFA’s intellectual property regulations.”<sup>286</sup>

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282. Karina Dimidjian-Lecomte & Klervi Henry, *The Protection of Olympic and Paralympic Properties Under French Law*, INT’L TRADEMARK ASS’N (July 10, 2024), <https://www.inta.org/perspectives/features/the-protection-of-olympic-and-paralympic-properties-under-french-law/>.

283. LOUW, *supra* note 167, at 163 (demonstrating that host countries have no choice but to adopt legislation).

284. Nicolas Chanavat & Guillaume Martinent, *Measuring Ambush-Marketing and Sponsorship Effects: A Football Consumer Response Approach*, 29 J. STRATEGIC MKTG. 158, 161 (2019) (showing that consumers struggle to find the difference between sponsor and ambusher).

285. Brandofino, *supra* note 168, at 302.

286. *Id.*

There are questions raised regarding why such legislation is necessary, considering the social costs arising from the restrictions on account of the provisions therein.<sup>287</sup> First, from a public policy concerns standpoint, past researchers have concurred on the lack of justification for such legislation.<sup>288</sup> While acknowledging the need for host countries to provide SGBs and associated partners with an additional layer of intellectual property protection through this particular type of legislation, McKelvey and Neil caution against the unconstitutional nature of such legislation since they tend to impose restrictions on freedom of speech and expression.<sup>289</sup> Furthermore, the ESAMLs are framed in a manner that contravenes the presumption of innocence by marketers.<sup>290</sup>

Ultimately, these forms of legislation can only be justified if their social benefits exceed the social cost.<sup>291</sup> The primary social cost relates to the possibility that the legislation leads to restrictions on free speech and can lead to the distortion of competition in the marketplace.<sup>292</sup> However, the widespread acceptability of ESAML by politicians and lawmakers in host countries arises from the lack of awareness among the public regarding the consequences and social costs arising from such legislation. Ellis and others counter the position that ESAMLs are necessary by questioning the need for the government of the host nation to be involved in the process. They observe, “in the case of the Olympics, the ultimate responsibility to enhance the Olympic brand and to provide value to commercial partners remains with the International Olympic Committee (IOC), Na-

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287. Razia Mahomed, *Combating Ambush Marketing in Sports Events in South Africa*, SPORTS L. AND TAX'N, <https://www.sportslawandtaxation.com/news/2678-combatting-ambush-marketing-of-sports-events-in-south-africa> (last visited Feb. 6, 2026) (emphasizing that blanket prohibitions can harm free speech and local businesses).

288. Dana Ellis et al., *Who's Ambushing Whom? An Examination of Anti-Ambush Marketing Legislation in Canada: The Case of the 2010 Olympic and Paralympic Winter Games*, EUR. ASS'N FOR SPORT MGMT. (2008), [https://www.researchgate.net/publication/258476943\\_Who's\\_ambushing\\_whom\\_An\\_examination\\_of\\_anti-ambush\\_marketing\\_legislation\\_in\\_Canada\\_The\\_Case\\_of\\_the\\_2010\\_Olympic\\_and\\_Paralympic\\_Winter\\_Games](https://www.researchgate.net/publication/258476943_Who's_ambushing_whom_An_examination_of_anti-ambush_marketing_legislation_in_Canada_The_Case_of_the_2010_Olympic_and_Paralympic_Winter_Games).

289. McKelvey & Longley, *supra* note 280, at 24, 31.

290. LOUW, *supra* note 167, at 552—53.

291. McKelvey & Longley, *supra* note 280, at 31—32.

292. *Id.*

tional Olympic Committees (NOCs), Organizing Committees (OCs) and sponsors.”<sup>293</sup>

By requiring the governments of host nations to actively participate in the protection of the commercial interests of the SGB and its partners, the government can find itself in a challenging position regarding the achievement of legacy goals. As part of the ESAMLs, there are restrictions on advertising in specific zones.<sup>294</sup> Similarly, during the 2018 FWC, ESAMLs included provisions that had adverse implications for some local businesses.<sup>295</sup> First, Article 19(3) enabled FIFA to contravene intellectual property rights in the country, by requiring a corporation to discontinue using its corporate name, if that name was identical to any simple used during the MSE.<sup>296</sup> The provisions were made regardless of whether the entity had acquired and used the name before the assignment of the hosting duties to Russia.<sup>297</sup>

A legal entity whose corporate name is identical to the symbols of the 2018 FIFA World Cup or the 2017 FIFA Confederations Cup or is similar to them to the point of confusion, is obliged, at the request of FIFA, to cease using this corporate name.<sup>298</sup>

The process of hosting and sponsoring MSEs has become an integral channel for projecting soft power, through which corporations and nation-states can construct and communicate a favorable image across the globe.<sup>299</sup> For the 2022 FWC, Qatar deployed its domestic airline in securing key sponsorships with SGBs and other corporate actors in the sports world, intending to

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293. Ellis, Scassa & Séguin, *Framing Ambush Marketing as a Legal Issue*, *supra* note 270, at 297.

294. *Id.* at 302—03.

295. *See, e.g.*, Federal Law No. 108-FZ, *supra* note 37, art. 19(3); Ellis, Scassa & Séguin, *Framing Ambush Marketing as a Legal Issue*, *supra* note 270, at 304—05.

296. Federal Law No. 108-FZ, *supra* note 37, art. 19(3).

297. *Id.* art. 19(2)—(3).

298. *Id.* art. 19(3).

299. *See, e.g.*, Jonathan Grix & Barrie Houlihan, *Sports Mega-Events as Part of a Nation's Soft Power Strategy: The Cases of Germany (2006) and the UK (2012)*, 16 BRIT. J. POL. & INT'L REL. 572, 573 (2014); Steve McKelvey & John Grady, *Sponsorship Program Protection Strategies for Special Sport Events: Are Event Organizers Outmaneuvering Ambush Marketers?*, 22 J. SPORT MGMT. 550, 550 (2008).

initiate behavioral and attitudinal change among specific audiences.<sup>300</sup> Participation in these prominent events places the country in a prime position to raise its profile and accentuate its national values, thereby shifting the perceptions of the rest of the globe towards favorable outcomes.<sup>301</sup> Furthermore, the efforts and objectives represented by ESAMLs are antithetical to the fundamental purpose of the law. Finally, most countries have a broad range of domestic legislative frameworks designed to prevent ambush marketing.<sup>302</sup>

Questions have been raised regarding the effectiveness of ESAMLs and whether it is possible to achieve an event that is completely free of ambush marketing.<sup>303</sup> Most criticisms directed towards the inclusion of ESAMLs in the MSE legislation arise from the lack of justification for their inclusion.<sup>304</sup> The questions relate to the cost-benefit assessment relating to ESAMLs, with McKelvey and Grady stating:

...the complexity of the rights issues within sponsorship contracts and the legal grey areas of ambush marketing, coupled with the creativity and ingenuity of ambush marketers, make it virtually impossible for event organizers to insure an ambush-marketing-free event.<sup>305</sup>

The challenges in addressing all forms of ambush marketing, including opportunistic and real-time ambushing, and the efficacy of the stringent ESAMLs have been called into question.<sup>306</sup> Over time, and benchmarking on the experiences from the 1996 Olympics event, event organizers have developed a diversity of strategies to ensure the protection of event sponsorship programs within the purview of legal parameters.<sup>307</sup> ESAMLs are thus designed to achieve the following outcomes:

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300. See, e.g., Al Thani, *Channelling Soft Power*, *supra* note 124, at 1730, 1733 (2021); FIFA, *Press Release, Qatar Airways Becomes an Official Partner and the Official Airline of FIFA* (May 9, 2017), <https://www.fifa.com/>.

301. Al Thani, *Channelling Soft Power*, *supra* note 124, at 1730, 1733.

302. McKelvey & Longley, *supra* note 280, at 24.

303. McKelvey & Grady, *supra* note 299, at 551–52.

304. McKelvey & Longley, *supra* note 280, at 21, 24.

305. McKelvey & Grady, *supra* note 299, at 552.

306. *Id.* at 581.

307. *Id.* at 550–52.

- Education and awareness programs designed for public relations goals across all phases of the MSE lifecycle
- On-site policing and oversight to confiscate all products and signage that are not related to official sponsors
- The inclusion of contractual obligations in agreements that govern the participation of athletes and spectators
- The introduction and enforcement of custom legislation for the protection of trademarks
- The creation of ‘clean zones,’ where certain activities are banned.<sup>308</sup>

The 2022 FWC in Qatar presented a unique challenge in terms of marketing. First, the FWC in Qatar finals were one of the most compact FIFA events, from a geographical standpoint, due to the size of the host country.<sup>309</sup> The imposition of before the World Cup, the Saudi-led blockade imposed an additional political element to the geographical ‘compactness’ of the MSE.<sup>310</sup> Qatar Law No. 10. of 2021 regarding the measures for hosting the 2022 FWC finals contain sweeping provisions on the prevention of ambush marketing.<sup>311</sup> It clamps down on advertising practices considered misleading concerning the event and prohibits the use of tickets for purposes of promoting unauthorized brands.<sup>312</sup>

In summary, ESAMLs serve four purposes during an MSE: protecting the financial viability of the event; ensuring that all marketing and promotion activities are aligned with the integrity and purpose of the event; building the goodwill and brand of the

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308. *Id.* at 550, 552.

309. *Profile of the FIFA World Cup Qatar 2022*, INSIDEFIFA, <https://inside.fifa.com/tournament-organisation/world-cup-2022-sustainability-report/sustainability-at-the-fifa-world-cup-2022/profile-of-the-fifa-world-cup-qatar-2022> (last visited Dec. 29, 2025).

310. Camilla Hodgson, ‘You wonder about the realism of being able to deliver’: The Saudi-led blockade of Qatar may hit prep for the 2022 World Cup, *BUS. INSIDER* (Sept. 13, 2017), <https://www.businessinsider.com/saudi-blockade-of-qatar-2022-world-cup-can-stadia-be-built-in-time-2017-9>.

311. AL-ANSARI & ASSOCS., *Overview of the FIFA World Cup Qatar 2022 Law Enacted* (Nov. 2, 2022), <https://www.alansarilaw.com/overview-of-the-fifa-world-cup-qatar-2022-law-enacted/>.

312. *Id.*

MSE, for the current and future events; and fulfilling the contractual obligations to official sponsors and other actors.<sup>313</sup> The validity of these four rationales has increased, with the increase in the financial investment by official event sponsors and the host country, and the extensive publicity and consumer engagement generated through the event lifecycle.<sup>314</sup> The similarities in the ESAMLs during both events can be attributed to the extent of influence of the SGB over this aspect of the legal framework.<sup>315</sup> In framing ESAMLs, FIFA takes caution to avoid heavy-handedness, while also ensuring that the response towards any infringements is prompt and decisive. These measures include the creation of specialized investigative units and judicial forums to adjudicate any claims.<sup>316</sup> It also features the establishment of an institutional infrastructure for monitoring and responding to any infringements.<sup>317</sup>

#### X. POWER DYNAMICS AND THE LIMITATIONS TO MONITORING AND COMPLIANCE

Research points to the autonomy enjoyed by FIFA as an SGB and the absence of mechanisms to control its influence over MSEs (the FWC).<sup>318</sup> Based on the organizational structure through

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313. McKelvey & Grady, *supra* note 299, at 550–51.

314. *See generally id.* at 550–53.

315. *Overview of Government Guarantees and the Government Declaration*, FIFA 1, 9–10 (2018), <https://digitalhub.fifa.com/m/502252882e0edd0e/original/ufybnq0f1kd2g1nhw5pc-pdf.pdf> (requiring the potential host country to grant the Competition a “special protected status” to guard against ambush marketing, among other rights).

316. *See, e.g.*, McKelvey & Grady, *supra* note 299, at 556–60 (2008); Owen Dean, *Defending its Turf: FIFA Combats Ambush Marketing*, WIPO MAG. (July 14, 2009), <https://www.wipo.int/en/web/wipo-magazine/articles/defending-its-turf-fifa-combats-ambush-marketing-36895> (describing FIFA’s brand-protection strategy and noting a successful South African High Court action against unauthorized “World Cup 2010” signage to safeguard sponsor exclusivity).

317. Dana Ellis, Benoît Séguin & Milena M. Parent, *Anti-Ambush Marketing Legislation and Institutionalized Brand Protection: Impacts and Implications*, 20 INT’L J. OF SPORTS MGMT. 12–13 (2019).

318. *See* Ilias Bantekas, *The Enduring Battle between the Lex Sportiva and EU Competition Law*, 30 COLUMBIA J. EUR. L. 21 (2025); Ilias Bantekas & Hakan Sahin, *Non-Profit Entities as Foreign Investors? The Case of International Sport Governing Bodies*, 60 STAN. J. INT’L L. 70 (2024); Ilias Bantekas & Pedro José Mercado Jaén, *Addressing the Unfettered Authority of Sport Governing Bodies Through EU Competition Law: The Effect of International Skating Union and European Super League*, 26 CUMB. Y.B. EUR. LEG.

which the FIFA laws and statutes are developed and implemented, it is apparent that there is limited internal resistance to the authority of the FIFA executive branch.<sup>319</sup> FIFA has considerable influence over host countries and how it conducts itself before, during, and in some cases, in the post-event period.<sup>320</sup> These power dynamics are referenced in Section 6, which addresses the institutional structures in place within FIFA and how they influence the actors and stakeholders involved in FIFA-related MSEs.<sup>321</sup>

As shown in the analysis of the MSE legal frameworks for the two events (the 2018 FWC in Russia and the 2022 FWC in Qatar), FIFA has significant leverage over the host nations.<sup>322</sup> The FIFA laws for the two events' host countries are mandated to adhere to a Hosting Agreement, which contain a diversity of requirements relating to security, rights to broadcast, event finance, and infrastructure, among others.<sup>323</sup> To address this imbalanced power dynamics and ensure tighter control over outcomes, Qatar adopted an intricate institutional infrastructure comprised of institutions aimed at managing the extremely complex operation, organized through a collaboration among multiple layers of institutions to ensure delivery success under the leadership of

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STUD. 48 (2024) (suggesting that SGBs have assumed unfettered authority to invest, self-regulate and even violate competition law and human rights, with some action against such authority taken by the European Court of Justice only recently and then only against anti-competitive practices).

319. Sanders, *supra* note 166, at 290.

320. *Details Emerge on FIFA's Host City Agreement with N.Y. and N.J. for '26 World Cup*, SPORTS BUS. J. (May 2024), <https://www.sportsbusinessjournal.com/Articles/2024/05/13/fifa-world-cup-host-city-agreements/> (illustrating that FIFA's host city agreement gives near-total control over stadium operations from 30 days pre-event to 7 days post-event).

321. Gabriel Nickolas Cazotto, Maurício Fronzaglia & Joaquim Racy, *Institutional Aspects of FIFA Governance and Its Impact on International Relations*, 12 AM. J. INDUS. BUS. MGMT. (2022) (providing clarity on how FIFA's institutional setup creates power relationships that affect how decisions are made and who holds influence).

322. *See generally Law on Organization of the 2018 Football World Cup in Russia*, PRESIDENT OF RUSSIA (June 8, 2013), <http://www.en.kremlin.ru/acts/news/18282> (showing the expansive coverage of legal framework in connection with FIFA and the World Cup in Russia); *see also* Clare Magee, *Should FIFA Be Held Accountable for Human Rights Violations in Qatar?*, WAKE FOREST L. REV. (2022).

323. Mutwalli, *supra* note 2; *see generally FIFA Statutes*, *supra* note 5 (establishing host nation's prescribed requirements on security, broadcasting, financing, and infrastructure for FIFA events).

the Supreme Committee for Delivery and Legacy.<sup>324</sup> As shown in the figure hereunder, at the core level were the primary delivery partners, which include FIFA, Q22 and the Supreme Committee.

To facilitate effectiveness, accountability and transparency for all choices, decisions and actions, a sustainability management system (SMS) was established to ensure that governance and management mechanisms were established.<sup>325</sup> The SMS<sup>326</sup> ensures integrity and inclusiveness of all stakeholders of the process, thereby facilitating the achievement of goals and leading to continuous improvement where necessary. However, other exogenous factors at play made it possible for the achievement of the anticipated outcomes (namely, financial growth, technological development,<sup>327</sup> legacy and enhancement of life quality).<sup>328</sup>

First, the introduction of the universal SMS standard, under ISO 20121, led all actors to commit to a unified set of outcomes and processes. Secondly, it culminated in the adoption of secondary elements, such as “...effective governance structures, an action plan, continuous stakeholder engagement and performance tracking and reporting.”<sup>329</sup> The resultant institutional infrastructure (shown hereunder) reveals the unique measures undertaken by Qatar to ensure the success of

324. See generally Mona Al-Thani et al., *Governance and Planning for Resilient Mega-Sport Events: Lessons Learnt from FIFA World Cup Qatar 2022*, URB. GOVERNANCE (Sept. 19, 2025), <https://www.sciencedirect.com/science/article/pii/S2664328625000798> (analyzing Qatar’s multi-tiered institutional and governance framework for the 2022 World Cup, including the governance models and complex operational structure used to manage the event).

325. SUSTAINABILITY: TRANSPARENCY AND ACCOUNTABILITY, FIFA, <https://publications.fifa.com/fr/final-sustainability-report/governance/transparency-and-accountability/transparency-and-accountability-overview/> (last visited Dec. 25, 2025).

326. INSIDEFIFA, SUSTAINABILITY AT THE FIFA WORLD CUP 2022, *supra* note 120.

327. It is beyond the scope of this article, but it should be noted that Qatar has endeavored to become a technological hub. It has adopted technological developments even in areas where its law is still insufficiently developed, as is the case with smart contracts. See Ilias Bantekas & Ameneh Yousuf Saif Al-Hosseini, *The Legal Framework of Smart Contracts in the Arabian Gulf*, 15 NOTRE DAME J. INT’L & COMP. L. 77 (2025).

328. Ilias Bantekas, *Rapid Social Transformation Through Mega-Sporting Construction*, 52 FORDHAM URB. L. J. 755, 759 (2025); see also Ilias Bantekas, *Sociological Concerns Arising from World Bank Projects and their Impact on Sub-Saharan Indigenous Peoples*, 1 INT’L J. L. CONTEXT 143 (2005) (demonstrating that large infrastructure projects produce a tangible impact on the social stratification of local residents and in some cases demands are made to alter a community’s lowly social status).

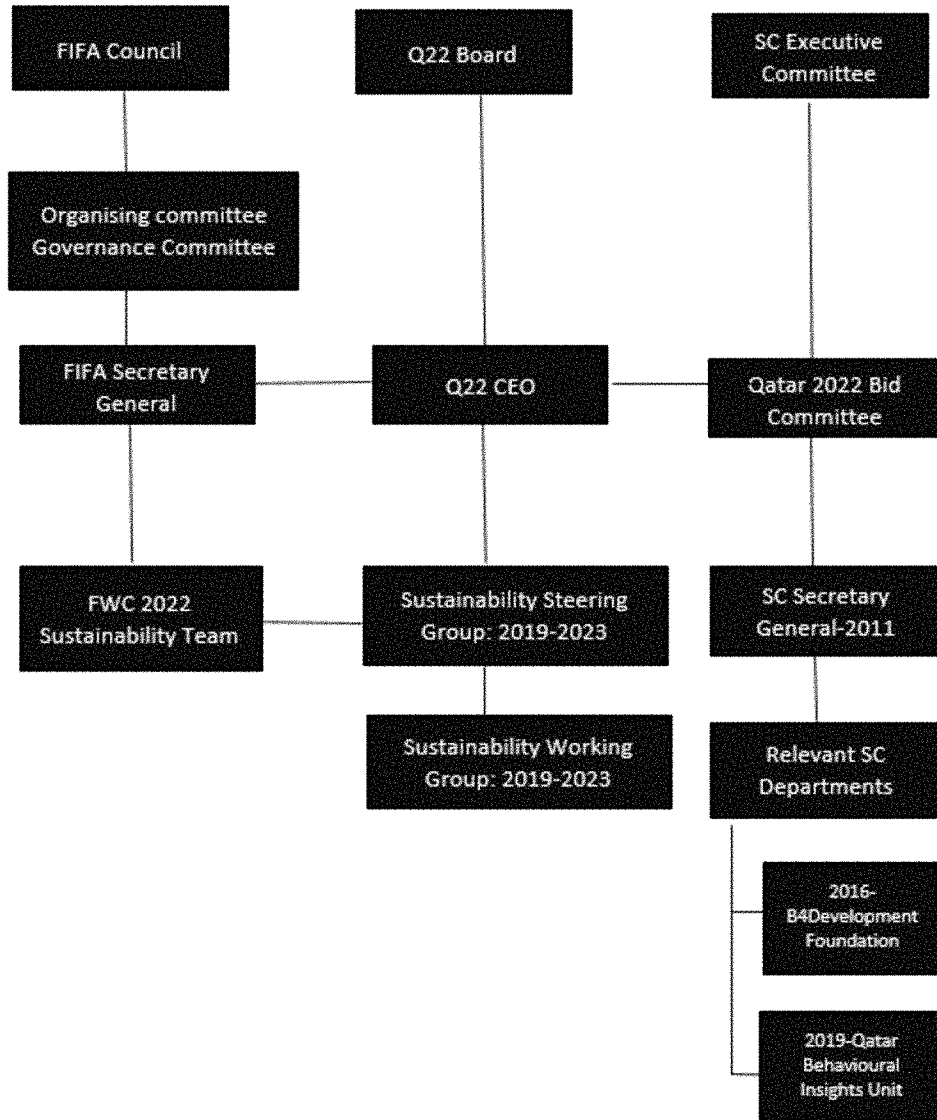
329. FIFA, *Transparency and Accountability*, *supra* note 325, at 3.

the event. The primary measures included the establishment of two institutional infrastructures by the host nation, all guided by the unique sustainability and legacy objectives.<sup>330</sup>

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330. *Transparency and Accountability: Sustainability Governance*, INSIDEFIFA, <https://inside.fifa.com/tournament-organisation/world-cup-2022-sustainability-report/governance/transparency-and-accountability/sustainability-governance> (last visited Dec. 29, 2025).

*Figure 2: The Structure of Governance During the 2022 FWC*<sup>331</sup>



331. *Id.*

The stringent provisions under the Host Country Contract (HCC) are presented on a ‘take-it-or-leave-it’ basis, with FIFA’s extensive power to determine the contents of the agreement, as well as the tendency of those provisions to modify the domestic legislation in the host nation having implications on the extent to which other actors involved in the phases of the MSE can utilize leverage to protect, and respect human rights standards, and remedy any harm from violations of the said rights.<sup>332</sup> The measures articulated as obligations on the host state in the HCC also have implications on whether the country can remain as an associate to the SGB,<sup>333</sup> or whether it is allowed to participate in the process of bidding as a potential host for the World Cup event.<sup>334</sup>

FIFA has displayed its ability and willingness to impose sanctions on certain nation-states for violations of human and labor rights. For instance, FIFA imposed a ban on South Africa from the 1970s to the 1990s during the Apartheid regime, since the country was involved in human rights contraventions of native South Africans, with sports-related restrictions.<sup>335</sup> Turning back to the Qatar World Cup, because the first two claims were inadmissible, the rejection of the third claim implied that the court did not assess the merits of whether, or the degree to which, FIFA should have been held responsible for the human rights violations during the 2022 FWC in Qatar.<sup>336</sup> In light of these findings, FIFA can no longer evade its human rights obligations, it must accept responsibility and participate in providing redress to those harmed.<sup>337</sup>

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332. See Brandofino, *supra* note 168, at 302, 313, 327 (explaining that FIFA’s non-negotiable hosting requirements and legislative mandates give it extensive control over domestic lawmaking, thereby constraining other actors from using any power to enforce human-rights standards or resolve violations).

333. FIFA, *Fifa World Cup 2034™*, *supra* note 1.

334. *Member Associations Submit Bidding Agreements for 2030 and 2034 Editions of FIFA World Cup™*, FIFA (Nov. 2023), <https://www.fifa.com/en/tournaments/mens/worldcup/articles/member-associations-submit-bidding-agreements-for-2030-and-2034-world-cups>.

335. Sifiso Mxolisi Ndlovu, *FIFA and the South Africa Question: The 1976/1977 Football Unity Talks and Their Impact on the Development of Professional Football in South Africa*, 16 INT’L AREA STUD. REV. 292, 294–95 (2013).

336. Magee, *supra* note 322.

337. Juliana Kim, *FIFA Should Pay Workers Harmed in Building World Cup Venues, Its Committee Report Says*, NPR (Nov. 2024), <https://www.npr.org/2024/11/30/nx-s1->

The UNGPs operationalize the role of leverage by actors involved in MSEs, to facilitate the prevention or mitigation of adverse impacts leading to human rights violations. The concept of leverage under the UNGPs denotes the ability “. . . of a business enterprise to effect change in the wrongful practices of another party that is causing or contributing to an adverse human rights impact.”<sup>338</sup> The extent to which an actor can leverage their position to influence others in the process of fulfilling the human rights mandates during an MSE is dependent on a multiplicity of factors, including the size and nature of the contractual relations with the key stakeholders, such as the SGB and the host country.<sup>339</sup>

The effects of the power dynamics on the application of the MSE legal framework are evident from the challenges in getting independent, yet verifiable data and information regarding the legislated events. In relation to human rights violations, it is common to have highly disparate data and information, depending on the source, and how they (the source) are related to the event.<sup>340</sup> Focusing on human rights violations aspects of the MSEs, the authors’ assessment of the reports reveals three orientations in the quantification and qualification of the data and information. Firstly, reports issued by the host nation often frame human rights reforms and worker-welfare progress within a broader and more transparent legacy narrative, presenting ongoing challenges alongside claims of development.<sup>341</sup> Second, the reports by international human rights organizations, such as Amnesty International, seek to offer an independent assessment

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5211297/soccer-qatar-world-cup-saudi-arabia-human-rights (reporting that a FIFA-commissioned human-rights study concluded FIFA “has a responsibility” to compensate migrant workers harmed in Qatar, acknowledged FIFA’s contribution to certain impacts, and was followed by Amnesty International’s statement that “it is time for FIFA to pay up”).

338. OFF. OF THE UNITED NATIONS HIGH COMM’R FOR HUM. RTS., *THE CORPORATE RESPONSIBILITY TO RESPECT HUMAN RIGHTS-AN INTERPRETIVE GUIDE* (2012), [https://www.ohchr.org/sites/default/files/Documents/Publications/HR.PUB.12.2\\_En.pdf](https://www.ohchr.org/sites/default/files/Documents/Publications/HR.PUB.12.2_En.pdf).

339. Heerdt & Roorda, *supra* note 104, at 35, 43.

340. Sarah A. V. Ellington et al., *Measuring Human Rights Abuse from Access to Information Requests*, J. OF CONFLICT RESOL. (2021), [https://eprints.lse.ac.uk/112185/1/Measuring\\_Human\\_Rights\\_Abuse\\_from\\_Access\\_to.pdf](https://eprints.lse.ac.uk/112185/1/Measuring_Human_Rights_Abuse_from_Access_to.pdf).

341. See generally IMPACTT, *supra* note 222 (illustrating an example of a report describing Qatar’s efforts to integrate worker-welfare reforms into its legacy framework and continued transparent progress reporting).

of the outcomes of the event.<sup>342</sup> Finally, the perspective of SGBs, as entities interested and engaging in human rights, is to promote sporting activities across the globe and mitigate against liability from the victims.<sup>343</sup>

## XI. QATAR'S HUMAN RIGHTS VOLUNTEERS

Under the law, volunteers were exempt from acquiring a work permit to perform their duties, and such exemption was further applied to taxation for activities relating to their volunteer work.<sup>344</sup> The Human Rights Volunteers program was contextualized as a novel concept for MSEs, which was introduced to enable SGBs and host cities/countries to identify and respond, in real-time, to concerns and violations of human rights standards during an event.<sup>345</sup> The program was introduced by FIFA, in collaboration with the Centre for Sport and Human Rights (CSHR), and deployed for the first time during the 2022 FWC.<sup>346</sup> The program was a response to the need for SGBs to monitor, identify, and record the concerns during sporting events, and if necessary, intervene, or escalate the concern for follow-up by the relevant entity.<sup>347</sup> The volunteers also played a role in the imple-

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342. AMNESTY INT'L, *About Us*, <https://www.amnesty.org/en/about-us/> (last visited Feb. 6, 2026).

343. THE GLOBAL GAME: THE VISION 2020-2023, FIFA PUBLICATIONS, <https://publications.fifa.com/en/annual-report-2020/the-global-game/the-vision-2020-2023/> (stating that FIFA's statutory objective is to improve the game and promote it globally) (last visited Mar. 1, 2026); *see also Ensuring Access to Effective Remedy*, WORLD PLAYERS UNITED (2022), <https://uniglobalunion.org/wp-content/uploads/WPA-Access-to-Remedy.pdf> (demonstrating that SGBs seek to balance human-rights considerations with the need to limit potential liability to victims).

344. *Tax Exemptions and Customs Procedures Related to FIFA World Cup Qatar 2022*, KPMG, <https://assets.kpmg.com/content/dam/kpmg/us/pdf/2022/11/tnf-qatar1-nov22-2022.pdf> (last visited Mar. 1, 2026).

345. *See* CTR. FOR SPORT AND HUM. RTS. [CSHR], RIGHTS UP CLOSE: A REVIEW OF THE HUMAN RIGHTS VOLUNTEERS PROGRAMME AT THE FIFA WORLD CUP QATAR 2022 7 (2023), <https://www.sporhumanrights.org/media/cncjpvm1/rights-up-close-final.pdf> (stating that the Human Rights Volunteer program is notable for allowing organizers to identify and respond to human-rights risks in real time during live mega-sporting events, enabling quick operational adjustments that improve responsiveness and accountability).

346. *Id.* at 6.

347. *Id.*

mentation of mitigations to correct shortfalls in performance benchmarks, while also remedying any violations.<sup>348</sup>

The program involved eighty-nine human rights volunteers who served among the 20,000 volunteers recruited for the event, working across the nine locations where the event was hosted.<sup>349</sup> The 2022 FWC event served as a test run for this program, with the experience providing insights on how to deploy HRV for future events, how to train the participants, as well as how to customize the program for each event.<sup>350</sup> The program culminated in 1,817 reports that received mostly positive feedback on safety and atmosphere. However, 334 of these reports were escalated past the volunteer team leaders because of their concerning nature, such as workplace bullying, and 174 of these were ultimately referred to the FIFA Human Rights teams for follow-up.<sup>351</sup>

The following analysis will reveal the intersection of FIFA and Qatar's approaches to the legal issues, as well as the results of their collaboration. FIFA imposes benchmarks under its events' legal framework for infrastructural developments (stadiums and telecommunication networks), facilities, publicity and logistics.<sup>352</sup> On the other hand, Qatar imposes a strict and rigid legal framework based on its unique legal system, which is derived from a multiplicity of sources,<sup>353</sup> including *Shariah* principles (although these are very much minimal and consistent with Western liberal legal systems),<sup>354</sup> whose effects have not been

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348. *Id.* at 18.

349. *Id.* at 6, 28.

350. *Id.* at 6.

351. *Id.* at 7–8.

352. INSIDEFIFA, SUSTAINABILITY AT THE FIFA WORLD CUP 2022, *supra* note 120.

353. See generally ILIAS BANTEKAS & AHMED AL-AHMED, CONTRACT LAW OF QATAR 7 (Cambridge Univ. Press 2023) (noting that *Shariah* is considered a primary source of law alongside other secondary legal sources), <https://doi.org/10.1017/9781009052009>; see also Dun, *supra* note 89, at 187 (observing the 2022 FWC involved “many firsts” and it was the first time that Qatar has hosted the FWC).

354. See Ilias Bantekas, *Termination of Contracts under Qatari Law and its Islamic Law Influences*, 20 UCLA J. NEAR EAST & ISLAM L. 73 (2023); Ilias Bantekas, *Invalid and Illegal Contracts in Islamic Legal Theory*, 21 UCLA J. NEAR EAST & ISLAM L. 1 (2024); Ilias Bantekas, *The Regulation of Force Majeure in the Contract Laws of Gulf States*, 30 TUL. J. INT'L & COMP. L. 257 (2022); Ilias Bantekas, *Transnational Islamic Finance Disputes: Towards a Convergence with English Contract Law and International Arbitration*, 12 J. INT'L DISP. SETT. 1 (2021) (demonstrating that Qatar's (as well as that of other GCC states) private law and arbitration is very much identical to that of Western legal systems, even those few parts influenced by Islamic law).

tested previously in an FWC event. The outcome of the collaboration revealed a legal framework that involved the establishment of a mutually beneficial solution, which took time and a lot of concessions to achieve. The process entailed the establishment of a novel institutional infrastructure comprised of representatives from the SGB (and its corporate partners) and Qatar as the host country.<sup>355</sup>

In summary, the findings here disclose that a bulk of the provisions under what can be considered as the 'pre-emptive MSE legal framework' relates to the delivery phase of the MSE lifecycle, and justifiably so, for several reasons:<sup>356</sup> the influx of visitors, including sports fans, who are interested in the sporting event, occurs during this phase and is regulated through the World Cup laws.<sup>357</sup>

The visitors include other categories of participants, such as players, journalists, and sporting officials.<sup>358</sup> The influx of visitors is also a live test of the ability of the host state to deliver the MSE experience as promised, but this phase leads to tensions with local communities, especially if those communities are predisposed to engage in demonstrations aimed at asserting their rights.<sup>359</sup> First, the influx of visitors has implications for the robustness of the security measures in place. Second, the host phase receives characteristically extensive publicity, which happens during the broadcasting of the event.<sup>360</sup> During this phase, regulations under ESAMLs are necessary to prevent actions like ambush marketing and to protect the integrity of intellectual property rights. Third, the host phase occurs at a time when the projected benefits start to materialize, and most of the unrealized outcomes become public knowledge.<sup>361</sup> The statutory requirements for human

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355. O'Rourke & Theodoraki, *supra* note 154, at 1.

356. HEERDT, *BLURRED LINES*, *supra* note 172, at 33, 45—46.

357. *Id.*

358. *See id.* at 25, 45, 230 (addressing key participants which include journalists and sporting officials, whose functions are integral to the event's operation).

359. *Id.* at 50—51.

360. *Id.* at 45—46; *see also* Eleni Polymenopoulou, *Expressing Dissent: Gag Laws, Human Rights Activism and the Right to Protest*, 32 FLA. J. INT'L L. 337 (2020).

361. *See* McKelvey & Grady, *supra* note 299, at 581 (explaining that during the host phase, although event organizers secure special trademark legislation to protect intellectual property rights from ambush marketing, the effectiveness of this legislation is subject to the vagaries of the courts that require drafting).

rights standards include due diligence, consultations with stakeholders, vetting of bids for host countries, independent monitoring of human rights performance, and establishment of remedies.<sup>362</sup> However, FIFA faces several logistical and structural challenges in achieving the mandate and commitment to apply similar human rights benchmarks for all countries seeking to host the World Cup. In part, FIFA typically resolves these challenges through variations in ‘World Cup Acts’ in accordance with the parties’ obligations under the respective host state agreements.<sup>363</sup>

## XII. CONCLUSION

This Article sets out to discuss and analyze the legal frameworks developed and utilized during two MSEs, namely the FIFA World Cup of Russia of 2018 and the FIFA World Cup that was hosted by Qatar in 2022. Data was sourced from both primary and secondary sources and synthesized through textual and doctrinal analysis. The findings reveal the following outcomes. First, as predicted in past studies, the MSE legal frameworks are aimed at ensuring control over the institutionalized sports systems organized by FIFA. The various MSE legal frameworks are comprised of four elements of legal governance, which involve the rules of the game, the principles of ethics, international sports law, and global sports law.<sup>364</sup> Over time, these four elements have been further customized by institutions concerned with sporting activities, including the SGBs (FIFA), and host countries.<sup>365</sup> Second, over time the components of the MSE legal frameworks have changed significantly, driven by the changes in the issues that those frameworks are designed or expected to address. Of relevance to this thesis are the human rights risks and provisions that are designed to address those violations.<sup>366</sup> The most notable changes are the institutionalization and formalization of the rules and laws by the institutions in the MSE. On one hand, FIFA in-

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362. Christenson, *supra* note 202, at 118–19.

363. See HEERDT, *BLURRED LINES*, *supra* note 172, at 33–35 (noting that the changes proposed in the bid stage, often set out in draft legislative acts, become binding obligations under hosting agreements once a city is selected).

364. Foster, *supra* note 167, at 16.

365. *Id.* at 1.

366. CSHR, *supra* note 345, at 58.

troduces a considerable number of internal rules and regulations, with qualitative and quantitative improvements with a view of assessing which human rights risks are addressed. On the other hand, the two host nations display differences in the manner they themselves address pertinent human rights risks.<sup>367</sup>

Qatar, which hosted the 2022 event, reported a more refined approach to countering human rights risks under its MSE legal framework and the governance outcomes as guided by that framework.<sup>368</sup> The measures were adopted as a result of the issues reported in the pre-host and post-hosting phases of the MSE.<sup>369</sup> Qatar undertook measures that exceeded what could reasonably have been anticipated for a pilot of this scale, putting on a display of moral responsibility through its volunteer program.<sup>370</sup> The changes in its labor laws are emblematic of structural improvements in line with the legacy objectives of the MSE. In this accord, Qatar's MSE legal framework achieved more elements of the rule of law from an absolute and relative point, in comparison with Russia's MSE legal framework.

Third, it should be emphasized that the structure and utility of the MSE legal framework is affected by the host's internal institutions, laws, policies and political governance systems.<sup>371</sup> The two countries have similar legacy objectives to assert their abilities in organizing and implementing MSEs successfully.<sup>372</sup> However, Qatar's legacy goals are oriented towards Vision 2030 goals, while Russia is committed to re-establishing itself as a unique center of power. These legacy goals, which are influenced by political orientations, account for the post-event measures, as

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367. INSIDEFIFA, SUSTAINABILITY AT THE FIFA WORLD CUP 2022, *supra* note 120; CSHR, *supra* note 345, at 26.

368. CSHR, *supra* note 345, at 26.

369. *See generally* Bantekas, *Rapid Social Transformation*, *supra* note 328, at 765—67 (noting that Qatar's National Vision treats mega-sporting events as instruments of national development and diplomacy, with the 2022 FIFA World Cup prompting pre- and post-event human rights reforms).

370. *See generally* CSHR, *supra* note 345, at 26.

371. *See* Al-Thani, *In the Liminal Realm*, *supra* note 66, at 1 (noting that sport mega events like the World Cup reveal contested social and political realities that involve issues such as LGBT rights that are shaped by domestic law and governance).

372. *See generally* POLINA ERMOLAEVA & ALEXANDER LIND, MEGA-EVENT SIMULACRUM: CRITICAL REFLECTIONS ON THE SUSTAINABILITY LEGACIES OF THE WORLD CUP 2018 FOR THE RUSSIAN HOST CITIES 4—7 (TAYLOR AND FRANCIS ONLINE, 2021); Spalding, *Mega-Sporting Event*, *supra* note 113, at 188.

well as any interventions adopted by the host countries to address the MSE-related human rights violations.<sup>373</sup>

These findings reveal that the improvements in the MSE legal frameworks are direct consequences of the willingness and ability of host countries and the SGBs to address the emergent and extant risks of human rights violations.<sup>374</sup> These changes point towards a commitment to continual improvement, which is fueled by enhancements in the articulation of the particular risks, as well as convergence in the commitments by all actors to protect and respect human rights and remedy any violations. These outcomes indicate that while there are variations in how the MSE legal frameworks can be considered to meet the criteria of stability, certainty and applicability to the particular situation, with increased diffusion of the underlying principles, it is possible to achieve the goals of shared responsibility to protecting and respecting human rights protection during MSEs, and where necessary, remedying any harm.

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373. INSIDEFIFA, SUSTAINABILITY AT THE FIFA WORLD CUP 2022, *supra* note 120; INT'L TRADE UNION CONFEDERATION, *New "FIFA" Laws*, *supra* note 19.

374. Heerdt & Roorda, *supra* note 104, at 29.