Decorative by Design

Climate Clauses Without Consequences in FIFA's Bidding Rules

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FIFA's climate criteria for World Cup hosts borrow the authority of international climate law without absorbing any enforcement consequence. The 2026 host country's withdrawal from the parent treaty regime exposes the borrowing as decorative. On 27 January 2026 the United States ceased to be a party to the Paris Agreement. Three weeks earlier, the Trump administration announced its intention to withdraw from the United Nations Framework Convention on Climate Change as well, with effect from January 2027. On 11 June 2026, the US opens the tournament whose hosting bid promised environmental leadership and an emissions trajectory aligned with the Paris Agreement. FIFA's regulatory framework treats this contradiction as a non-event, and not because of a drafting oversight.

Journalistic commentary anticipated the political problem. Walters argued in March 2025 that the United States should be stripped of hosting rights on climate grounds. The doctrinal question is different: what exactly do FIFA's climate criteria oblige, against whom, and through what mechanism? The answer, on close reading, is that they oblige very little.

What the Bid Promised

FIFA's bidding requirements for the 2026 tournament direct hosting associations, in substance, to show leadership on climate, to engage with the UN Sports for Climate Action Framework, and to maintain emissions reduction plans aligned with the Paris Agreement or with national climate policy. Fossil Free Football, summarising the latest bid requirements, records FIFA's expectation that prospective hosts "show leadership in climate action", seek to join the UN Sports for Climate Action net-zero pledge, and maintain emissions reduction plans "in line with the Paris Agreement". The substantive criteria mirror the broader FIFA Climate Strategy commitments adopted at COP26.

The United Bid Book, submitted in March 2018 by the football associations of the United States, Canada and Mexico, represented compliance unequivocally. The bid affirmed that, in its language as reported by Walters, "the United States remains committed to being a leader in environmental protection", and pledged to "establish new standards for environmental sustainability in sport". FIFA's Bid Evaluation Report recorded that the United bid had been "assessed for sustainability, its adherence to human rights and labour standards, and its plans for environmental protection".

Both representations are now factually defunct. The Paris Agreement no longer binds the United States. The UNFCCC will no longer bind it once the one-year notice period under Article 25(2) elapses. The country's nationally determined contribution, the formal climate action plan to which FIFA's emissions criterion alternatively refers, has been formally rescinded and not replaced. The bid book promise of environmental leadership has been overtaken by executive orders declaring a national energy emergency and directing maximum fossil-fuel extraction. Independent analysis projects the 2026 tournament's emissions at approximately 9 million tonnes of CO2-equivalent, roughly double the historical average.

A reasonable observer would expect this to engage some mechanism within FIFA's regulatory framework. It engages none.

The Borrowed Benchmark Problem

The drafting of the climate criterion deserves close reading. It references the Paris Agreement *as a bench-*

mark for the host's plan, not as an obligation incorporated into FIFA's own rules. The duty is to *have* a plan of action aligned with the Agreement. Three structural weaknesses follow.

First, the obligation runs to the existence of a plan at the bidding stage, not to its continuing operation. A bidder satisfies the clause by submitting a document. FIFA has no post-award review keyed to whether that document remains in force. Second, the disjunctive coupling of the Paris benchmark with "the country's climate action plans" makes the international standard substitutable with whatever domestic policy the host happens to maintain. When the host's domestic plan is itself rescinded, the clause loses both limbs at once, but produces no event of default. Third, "in line with" is a benchmark formulation. It is not an incorporation by reference of the underlying Treaty's substantive standards. It is therefore not justiciable on its own terms.

The contrast with how *lex sportiva* incorporates other public-law standards is instructive. Article 3 of the FIFA Statutes provides that "FIFA is committed to respecting all internationally recognised human rights and shall strive to promote the protection of these rights". This is an internal obligation binding FIFA bodies and officials. Its incorporation triggered the development of a Human Rights Policy, a human rights advisory board, and an evolving practice of pre-award and post-award due diligence which CAS panels have begun to engage. The climate criteria have no Statute counterpart, no policy elaboration of comparable depth, and no equivalent migration into the post-award supervisory architecture.

The Architecture of Non-Enforcement

Recent doctrinal work makes the structural gap visible. In a comparative study of the 2026 FIFA Host City Agreement, the contract concluded between FIFA and each host city, and the 2028 Los Angeles Olympic Host City Contract, Erard demonstrates that the FIFA agreement operates as a one-way option agreement. FIFA may "make specifications, modifications, reductions and/or enhancements" of the contract and may revoke Host City status for non-compliance "regardless of reason". The asymmetry is striking. FIFA has reserved sweeping unilateral powers in matters that affect its commercial interests, including tax exemptions, intellectual-property protections and visa facilitation. It has reserved none in matters that affect the climate representations underpinning the award.

The Court of Arbitration for Sport is the natural forum for any dispute arising under FIFA's regulatory instruments. But CAS adjudication of a climate-conditionality claim would presuppose three things FIFA has not provided: an obligation drafted as such rather than as a representation, a claimant with standing under the relevant arbitration clause, and a defined remedy keyed to the breach. As Duval has observed in the human rights context, the introduction of substantive standards into FIFA's regulatory architecture creates the conditions for CAS engagement only when those standards are drafted to be engaged. The climate criteria are not.

Swiss contract law, FIFA's *lex contractus*, provides a thin alternative route. The United Bid Book contains representations on which the award decision was at least partly premised. Misrepresentation by the bidder, where material to the contract's formation, can in principle vitiate consent under Articles 23 and following of the Swiss Code of Obligations. The argument is theoretically available but practically dormant: FIFA is the party that would have to bring it, and FIFA has shown no appetite for doing so. The route exists but it is not used.

The result is what one might call a *representational* obligation. The host represents at the bidding stage that its climate trajectory will align with international standards. If that representation later turns false, the falsity does not constitute a breach because the clause was never structured to be breached. It was structured to be cited.

Beyond the United States

The 2026 case is starker than what follows, but the architectural defect persists. The 2030 World Cup will be co-hosted by Morocco, Portugal and Spain, with single matches in Argentina, Paraguay and Uruguay. The 2034 tournament has been awarded to Saudi

Arabia, a state whose climate policy is structurally tied to its position as the world's largest fossil-fuel exporter. The same bidding framework applied to both selections. FIFA's 2030 and 2034 Bid Evaluation Reports, as Carbon Market Watch and Fossil Free Football have observed, characterised the sustainability dimensions of both bids in the same representational register, with the same absence of post-award triggers, and assigned a "low risk" rating despite the multi-continental travel footprint of 2030 and the structural fossil-fuel dependence of 2034. The 2026 case is not an outlier within FIFA's framework. It is the framework working as designed.

A defender of the current approach might respond that climate is a state-level concern beyond a private federation's competence, and that asking FIFA to police treaty compliance overstates its institutional reach. The objection misunderstands what the clauses purport to do. FIFA itself elevated climate to a bidding criterion. Having done so, the federation cannot consistently disclaim responsibility for whether the criterion has any operative content. The choice is between conditionality and decoration; the present framework chose decoration while keeping the appearance of conditionality.

What Real Conditionality Would Require

Three minimum design features would make FIFA's climate criteria operative. First, treaty status would have to function as a continuing eligibility condition, not as a one-time bidding representation. Withdrawal from the UNFCCC or Paris Agreement after award would constitute a defined material breach. Second, the Host City Agreement would have to incorporate climate compliance into its termination and relocation triggers on the same footing as the existing commercial triggers, so that the contractual machinery responds when the substantive obligation fails. Third, an independent compliance mechanism, with standing for member associations and a defined CAS pathway, would have to permit post-award review of whether the host's climate trajectory remains aligned with the stated benchmark.

None of this is exotic. The IOC has gestured toward operationalising sustainability through Olympic Agenda 2020+5, though with parallel enforcement gaps. What the 2026 World Cup provides is a uniquely clean test instance: a host country exits the very treaty regime its bid invoked, before the tournament has kicked off, and the regulatory framework registers no consequence. If that fact pattern does not provoke reform of *lex sportiva*'s climate architecture, the climate clauses in FIFA's bidding rules will continue to function as they were drafted to function, which is to say not at all.

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