

# Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 31 October 2019,

In the following composition:

**Geoff Thompson (England), Chairman**  
**Roy Vermeer (Netherlands), member**  
**Daan De Jong (Netherlands), member**

on the claim presented by the club,

**Club A, Country B**

*as Claimant*

against the club,

**Club C, Country D**

*as Respondent*

regarding training compensation in connection with  
the player, Player E

## I. Facts of the case

1. According to the player passport issued by the Football Federation of Country B (hereinafter: *Football Federation F*) on 28 November 2017 (hereinafter: *the first player passport*), the player, Player E (hereinafter: *the player*), born on 30 November 1996, was registered with the Club of Country B, Club A (hereinafter: *the Claimant*) as an amateur during the seasons 2008/2009, 2009/2010, 2010/2011, 2011/2012, 2012/2013, 2013/2014 and 2014/2015.
2. Pursuant to the information provided by Football Federation F, the football season in the Country B starts in November and ends in June of the following year.
3. According to the player passport issued by the Football Federation of Country D (hereinafter: *Football Federation G*) on 29 August 2018 (hereinafter: *the second player passport*) and submitted by the Claimant within its statement of claim, the player was registered with the following clubs in Country D:

Clubs	Registration dates	Status
Club H	As from 11.11.2014 until 30.06.2015	Amateur
Club J	As from 25.08.2015 until 31.01.2016	Amateur
The Respondent	As from 01.02.2016 until 29.01.2017	Amateur
Club K	As from 30.01.2017 until 30.06.2017 (loan)	Professional
The Respondent	As from 01.07.2017 until 30.08.2017	Professional
Club L	As from 31.08.2017 until 30.06.2018 (loan)	Professional
The Respondent	As from 01.07.2018 until n/a	Professional

4. Based on the information contained in the Transfer Matching System (TMS), the Respondent belonged to the category II (UEFA indicative amount of EUR 60,000 per year) at the moment that the player was registered with it.
5. In this framework, on 31 January 2018, the Claimant lodged a claim in front of FIFA requesting training compensation on the basis of the player's first registration as a professional with the Respondent in or around January 2016. In particular, the Claimant requested the total amount of EUR 280,000, plus 5% interest *p.a.* "*as of the due date*".
6. In spite of having been invited to do so, the Respondent did not reply to the Claimant's claim within the deadline set in this respect, i.e. 6 November 2018.

## II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter also referred as: *the Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand.

In this respect, the Chamber took note that the present matter was submitted to FIFA on 31 January 2018. Consequently, the 2018 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *Procedural Rules*) is applicable to the matter at hand (cf. art. 21 of the Procedural Rules).

2. Subsequently, the DRC referred to art. 3 of the Procedural Rules, which states that the Dispute Resolution Chamber shall examine its jurisdiction in light of arts. 22 to 24 of the Regulations on the Status and Transfer of Players (edition October 2019). In accordance with art. 3 of Annexe 6 in conjunction with art. 24 par. 3 and art. 22 lit. d) of the Regulations on the Status and Transfer of Players, the Chamber is competent to decide on the present dispute relating to training compensation between clubs belonging to different associations handled through TMS.
3. Furthermore, and taking into consideration that the player was registered with the Respondent on 30 January 2017, the DRC analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (editions 2015, 2016, 2017, January 2018, June 2018 as well as edition June and October 2019), the 2016 edition of the said regulations (hereinafter: *Regulations*) is applicable to the matter at hand as to the substance.
4. The competence of the Chamber and the applicable regulations having been established, the DRC entered into the substance of the matter. The Chamber started by acknowledging the above-mentioned facts of the case as well as the documentation on file. However, the Chamber emphasized that in the following considerations he will refer only to the facts, arguments and documentary evidence which it considered pertinent for the assessment of the matter at hand. In particular, the DRC recalled that, in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in the TMS.
5. First of all, the Chamber recalled that, in accordance with the player passport issued by the Football Federation F, the player, born on 30 November 1996, was registered with the Claimant as an amateur during the seasons 2008/2009, 2009/2010, 2010/2011, 2011/2012, 2012/2013, 2013/2014 and 2014/2015.
6. Then, the DRC noted that the player was as from November 2014 onwards registered with several Clubs of Country D where he was apparently registered as an amateur, prior to moving to the Respondent where he was registered as an amateur on 1 February 2016 and then as a professional on 30 January 2017.
7. In continuation, the Chamber took note that the Claimant requested the payment of the training compensation from the Respondent on the ground of the first

registration of the player as a professional with the Respondent before the end of the season of his 23<sup>rd</sup> birthday. In particular, the DRC took note that the Claimant requested the amount of EUR 280,000, plus 5% interest *p.a.* “*as of the due date*”.

8. Equally, the Chamber noted that the Respondent, despite having been invited to do so, failed to present its response to the claim of the Claimant in a timely manner and, in this way, renounced its right to defence.
9. As a consequence of the aforementioned consideration, the Chamber unanimously established that, in accordance with art. 9 par. 3 of the Procedural Rules, it shall take a decision upon the basis of the documents already on file, in other words upon the statements and documents presented by the Claimant within its statement of claim.
10. Furthermore, and hereby referring to the rules applicable to training compensation, the DRC stated that, as established in art. 20 of the Regulations in combination with art. 1 par. 1 and art. 2 par 1. of Annexe 4 of the Regulations, training compensation is payable, as a general rule, for training incurred between the ages of 12 and 21 when a player is registered for the first time as a professional before the end of the season of the player’s 23<sup>rd</sup> birthday or when a professional is transferred between clubs of two different associations before the end of the season of the player’s 23<sup>rd</sup> birthday.
11. In continuation, the Chamber observed that, based on the documents at disposal, it can be established that the player was registered with the Claimant before the end of the season of his 21<sup>st</sup> birthday, i.e. during the seasons 2008/2009, 2009/2010, 2010/2011, 2011/2012, 2012/2013 and 2013/2014. What is more, the DRC observed that according to the player passport, the player was always registered throughout his youth career in Country B as an amateur. Furthermore, the Chamber duly noted that the player then moved to Country D where he was registered with several clubs as an amateur, first in November 2014, and then moved to the Respondent where he was registered as an amateur on 1 February 2016 and then as a professional for the first time on 30 January 2017, i.e. before the end of the season of his 23<sup>rd</sup> birthday.
12. In view of the foregoing, the DRC concluded that the Respondent is liable to pay training compensation to the Claimant for the training of the player in accordance with art. 20 as well as Annexe 4 of the Regulations on the basis of the player’s first registration as a professional.
13. Turning his attention to the calculation of the training compensation, the Chamber referred to art. 3 par. 1 sent. 2 of Annexe 4 of the Regulations, which stipulates that the amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. As such, the DRC concluded that

the effective period of time to be considered in the matter at stake corresponds to the seasons of the player's 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup> and 17<sup>th</sup> birthdays.

14. Furthermore, the Chamber referred to art. 5 paras. 1 and 2 of Annexe 4 of the Regulations, which stipulate that, as a general rule, to calculate the training compensation due to a player's former club, it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself. In addition, the DRC recalled that in line with the provisions set out in art. 5 par. 3 of Annexe 4 of the Regulations, the training costs for the training of players that took place between their 12<sup>th</sup> and 15<sup>th</sup> birthdays are based on the training costs of category IV clubs.
15. In this respect, the Chamber highlighted that the Respondent is a UEFA category II club, and that the indicative amount for those clubs represents EUR 60,000 per year.
16. Consequently, taking into consideration all the above, the DRC decided that the Respondent is liable to pay the amount of EUR 160,000 to the Claimant for the training and education of the player.
17. Moreover, taking into consideration the Claimant's claim as well as art. 3 par. 2 of Annexe 4 of the Regulations, the Chamber decided that the Respondent has to pay interest at 5% *p.a.* over the amount payable as training compensation as of 3 March 2017 until the date of effective payment.
18. The DRC concluded its deliberations by rejecting any further claim of the Claimant.
19. Lastly, the DRC referred to art. 25 par. 2 of the Regulations in conjunction with art. 18 par. 1 of the Procedural Rules, according to which, in proceedings before the DRC relating to disputes regarding training compensation and the solidarity mechanism, costs in the maximum amount of CHF 25,000 are levied. The relevant provision further states that the costs are to be borne in consideration of the parties' degree of success in the proceedings and that, in accordance with Annexe A of the Procedural Rules, the costs of the proceedings are to be levied on the basis of the amount in dispute.
20. In respect of the above, the Chamber held that the amount to be taken into consideration in the present proceedings is EUR 280,000 related to the claim of the Claimant. Consequently, the DRC concluded that the maximum amount of costs of the present proceedings corresponds to CHF 25,000.
21. The Chamber also recalled that art. 18 par. 1 of the Procedural Rules stipulates that the procedural costs may be split between the parties. In this respect, the DRC

acknowledged that the claim of the Claimant was partially accepted, but that the amount awarded was substantially lower than the amount originally claimed.

22. Then, taking into consideration that the Respondent did not submit its reply within the time limit set to this effect, the DRC determined the costs of the current proceedings to the amount of CHF 20,000, of which CHF 15,000 shall be borne by the Respondent and CHF 5,000 by the Claimant.

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### III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Club A, is partially accepted.
2. The Respondent, Club C, has to pay to the Claimant, **within 30 days** as from the date of notification of this decision, the amount of EUR 160,000, plus 5% interest p.a. on said amount as of 3 March 2017 until the date of effective payment.
3. Any further claim lodged by the Claimant is rejected.
4. In the event that the aforementioned sum plus interest is not paid within the stated time limit, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.
5. The final costs of the proceedings in the amount of CHF 20,000 are to be paid **within 30 days** as from the date of notification of the present decision, as follows:
  - 5.1 The amount of CHF 15,000 has to be paid by the Respondent.
  - 5.2 The amount of CHF 5,000 has to be paid by the Claimant. In view of the fact that the Claimant has already paid CHF 4,000, only CHF 1,000 shall be paid by it.

5.3 The above-mentioned amounts have to be paid to FIFA to the following bank account with reference to case no. XXX:

UBS Zurich  
Account number 366.677.01U (FIFA Players' Status)  
Clearing number 230  
IBAN: CH 27 0023 0230 3666 7701U  
SWIFT: UBSWCHZH80A

6. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittance under point 2. above is to be made and to notify the Dispute Resolution Chamber of every payment received.

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**Note relating to the motivated decision (legal remedy):**

According to art. 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport  
Avenue de Beaumont 2  
1012 Lausanne  
Switzerland  
Tel: +41 21 613 50 00  
Fax: +41 21 613 50 01  
e-mail: [info@tas-cas.org](mailto:info@tas-cas.org)  
[www.tas-cas.org](http://www.tas-cas.org)

For the  
Dispute Resolution Chamber

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