

Decision of the Dispute Resolution Chamber

passed on 19 August 2021,

regarding training compensation for the player X

COMPOSITION:

Clifford J. Hendel (USA/France), Deputy Chairman

Roy Vermeer (Netherlands), member

Pavel Pivovarov (Russia), member

CLAIMANT:

Club A, Country A

RESPONDENT:

Club B, Country B

I. FACTS OF THE CASE

Player: X

Date of birth:

Player passports: (1) issued by the Football Federation of Country A:

Season	Birthday	Club	Registration dates	Status
11/12	12 th	Unknown		
12/13	13 th	Unknown		
13/14	14 th	Unknown		
14/15	15 th	Club C	23/03/15 – 31/08/15	Amateur (permanent)
15/16	16 th	Unknown		
16/17	17 th	Unknown		
17/18	18 th	Club C	26/02/18 – 30/06/18	Amateur (permanent)
18/19	19 th	Club D	16/11/18 – 18/01/19	Amateur (permanent)

(2) issued by the Football Federation of Country A on 16 December 2020

Season	Birthday	Club(s)	Registration dates	Status
10/11	12 th	Club C	01/01/2012 – 30/11/2012	Amateur (permanent)
11/12	13 th	Club C	01/01/2013 – 30/11/2013	Amateur (permanent)
12/13	14 th	Club C	01/01/2014 – 30/11/2014	Amateur (permanent)
13/14	15 th	Club C	23/03/2015 – 30/11/2015	Amateur (permanent)
14/15	16 th	Club C	30/12/2015 – 30/11/2016	Amateur (permanent)
15/16	17 th	Club C	30/12/2016 – 30/11/2017	Amateur (permanent)
16/17	18 th	Club C	26/02/2018 – 30/11/2018	Amateur (permanent)
17/18	19 th	Club D	30/12/2018 – 18/01/2019	Amateur (permanent)

(3) issued by the Football Federation of Country A on 15 January 2021

Season	Birthday	Club(s)	Registration dates	Status
10/11	12 th	Club C	01/01/2012 – 30/11/2012	Amateur (permanent)
11/12	13 th	Club C	01/01/2013 – 30/11/2013	Amateur (permanent)
12/13	14 th	Club C	01/01/2014 – 30/11/2014	Amateur (permanent)
13/14	15 th	Club C	23/03/2015 – 30/11/2015	Amateur (permanent)
14/15	16 th	Club C	30/12/2015 – 30/11/2016	Amateur (permanent)
15/16	17 th	Club C	30/12/2016 – 30/11/2017	Amateur (permanent)
16/17	18 th	Club C	26/02/2018 – 30/11/2018	Amateur (permanent)
17/18	19 th	Club D	30/12/2018 – 18/01/2019	Amateur (permanent)

Sporting season: - from 1 November until 31 August of the following year for seasons 12/13 to 15/16;

- from 19 November until 27 August for season 16/17; and
- from 28 August until 30 June for season 17/18.

Date of

registration: 18 January 2019, from Club D (Country A) to Club B (Country B) as a professional (out of contract)

Claimant club: Club A (Country A)

Respondent club: Club B (Country B)
UEFA, category I (EUR 90,000 per year)

Claim and Response:

1. On 30 December 2020, the Claimant lodged a claim in front of FIFA requesting training compensation for the training provided to the player during the course of the season of the player's 12th to 15th birthdays on the grounds of the first registration of the player as a professional with the Respondent before the end of the season of his 23rd birthday.
2. On 15 January 2021, the Football Federation of Country A confirmed to FIFA that the second player passport contained the accurate history of the player, and went on to issue a third player passport which contains the exact same data than the second player passport.
3. On 3 February 2021, the FIFA administration closed case TMS ref. since it was lodged against the wrong TMS account.
4. On 3 February 2021, the Claimant lodged a claim against the Respondent in front of FIFA requesting training compensation for the training provided to the player during the course of the season of the player's 12th to 15th birthdays on the grounds of the first registration of the player as a professional with the Respondent before the end of the season of his 23rd birthday.
5. In particular, the Respondent requested EUR 300,000 plus interest of 5 % p.a. as of the due date.
6. The Claimant indicated that it had contacted the Respondent by email several times, to no avail.
7. On 5 February 2021, the FIFA administration sent a proposal to the parties according to which the Respondent was offered to pay EUR 283,095.89 plus 5% interest as of the due date.
8. The Claimant did not respond to the proposal.
9. On 1 March 2021, the Respondent rejected the claim of the Claimant.

10. The Respondent stated that before registering the player as a professional for the first time on 18 January 2019, it had carefully assessed the career history of the player.
11. In this respect, the Respondent pointed out that it had received a “*player passport*” which indicated the following:

Sporting passport

<i>Season</i>	<i>Club</i>	<i>Team</i>	<i>Licence type</i>	<i>Type</i>
<i>2018/201</i>	<i>D</i>	<i>D Junior</i>	<i>Transfer</i>	<i>Trainee</i>
<i>2017/201</i>	<i>C Academy</i>	<i>C Academy</i>	<i>Renewal</i>	<i>Amateur</i>
<i>2014/201</i>	<i>C Academy</i>	<i>C Academy</i>	<i>New</i>	<i>Amateur</i>

12. This document is an abstract of the registration system of the Football Federation of Country A but is not a player passport in the sense of the RSTP. It is not signed and/or stamped by the Football Federation of Country A. The Respondent did not explain nor evidenced how it sourced the document.
13. The Respondent stated that the player’s former club, D, had, by way of a signed declaration, confirmed that it was the only training club of the player in Country A.
14. In this respect, the Respondent “*assumed “Club C” having been the structural unit of “Club D”, which was the sole club that contributed to the Player’s training and having switched the status of the Player to “stagiaire” on the sporting season 2018/2019.*”
15. Upon receipt of the first player passport issued by the Football Federation of Country A and uploaded in the transfer instruction on 11 February 2019, which confirmed the registration information it had previously received, the Respondent “*considered having duly settled all the matters regarding the payment of the training compensation of the Player, as per clear content of the Waiver.*”
16. The Respondent pointed out that it became only aware of the Claimant’s allegations on 5 February 2021, upon receipt of the proposal made by the FIFA administration. The Respondent declared that this amounted to “*mala fide behaviour*” by the Claimant.
17. In fact, the Respondent underlined that the Claimant, according to its own website, did not exist when its allegedly trained the player, since it was only created in 2018.
18. What is more, the Respondent, should it be established that A and Club C were the same entity, requested the claim to be rejected on the basis of “*false statements and forged evidence that compromise the reality.*”
19. In this respect, the Respondent underlined that the Football Federation of Country A uploaded the second player passport in December 2020, which contained erroneous information, just before the Claimant lodged its claim. The Respondent requested disciplinary action against the

Claimant and an intermediary, who is allegedly acting as the Claimant’s chairman, for forged evidence with a view to mislead the DRC and seek undue enrichment.

20. In continuation, the Respondent alleged that the Claimant failed to prove that it had trained the player, in light of the fact that it failed to prove that A and Club C were the same entity, and that the training done by Club C as per the additional registration dates displayed in the second player passport in comparison to the first player passport actually took place.
21. Alternatively, the Respondent declared that any training compensation awarded to the Claimant shall not exceed the one that would be calculated upon the data contained in the first player passport.
22. In this regard, the Respondent, referring to DRC and CAS jurisprudence, underlined that a club registering a player on the basis of the information contained in a player passport may not be held liable to pay training compensation at a later stage on the basis of information contained in a newly issued payer passport. In particular, the Respondent *inter alia* referred to a DRC decision in which the DRC stipulated the following:

“The DRC concluded that it was not acceptable for a club, which takes a player under contract based on the confirmation of the previous association and trusting that it would not have to pay training compensation, to be subsequently obliged to pay training compensation.”

23. The Respondent insisted that it relied in good faith on the information contained in the first player passport, and shall not be held liable to pay training compensation on the basis of the information contained in the second player passport. Decision of the contrary *“would violate [its] legitimate expectations”*.
24. Alternatively, the Respondent requested that any training compensation awarded shall not exceed EUR 34,166 as per the contents of the first player passport – detailed calculation below:

<i>Season</i>	<i>Period of effective training</i>	<i>Yearly amount</i>	<i>Amount</i>
<i>2014/2015</i>	<i>5 months</i>	<i>EUR 10,000</i>	<i>EUR 4,166</i>
<i>2017/2018</i>	<i>4 months</i>	<i>EUR 90,000</i>	<i>EUR 30,000</i>

25. On 25 March 2021, the Claimant requested a 10-day extension of the deadline set by the FIFA administration to provide its comments regarding the waiver provided by the Respondent, which was originally due to expire on 26 March 2021.
26. On 2 April 2021, the Claimant attempted to send its response via email. The email was not delivered due to an *“error”* from the email service.
27. On 9 April 2021, the Claimant submitted once again its response, which was this time delivered successfully.

28. The Claimant rejected the argumentation of the Respondent as to the fact that it had assumed that *Club C* was the youth entity of *Club D* because the latter declared via a document signed 30 December 2018 having been the only training club of the player in Country A.
29. In this respect, the Claimant declared that the waiver had been forged. In fact, the Claimant submitted a statement from Club D dated 19 March 2021 in which it stated the following:
 - a. *Club D* engaged in email conversations with an agent, Mr. A, in relation with the necessary paperwork for the registration of the player with the Respondent, and never received any communication from Club B;
 - b. *Club D* never renounced to its training compensation rights;
 - c. The only document *Club D* signed was the TPO declaration;
 - d. The waiver is forged because the signature of the Claimant in the TPO declaration is identical to the one that has been copied in the waiver, and *Club D* is convinced that this is how the “*fraud*” started.
30. The Claimant declared that although the Respondent is contesting the second player passport issued by the Football Federation of Country A, it should in the first place, when signing the player, been alerted of the presence of two different clubs in the player passport, and the Claimant was of the opinion that the Respondent shall have contacted the Football Federation of Country A in this respect to seek clarification.
31. What is more, the Claimant provided email correspondence from the Respondent, in which the latter offered EUR 15,000 to the former in order to settle the present claim on 16 February 2021, and EUR 34,896.29 on 18 February 2021.
32. Finally, the Claimant provided abstracts of the official registry of Country A as well as confirmation from the Football Federation of Country A that as from 10 January 2018, the Club E became *Club A*.
33. On 6 April 2021, the Respondent requested an oral hearing on the day the case is to be presented to the DRC.
34. On 26 July 2021, the Football Federation of Country A confirmed that *Club C* and *Club A* are one and the same entity, *Club C* being the name given to the youth academy.

II. LEGAL CONSIDERATIONS

Applicable law: Regulations on the Status and Transfer of Players (**RSTP**): June 2018 edition
Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (**Procedural Rules**): 2021 edition

Decision:

1. Hearing in front of the DRC are generally conducted on the basis of the documentation on file, as well as any documentation of relevance that is available through TMS (cf. art. 6 par. 4 of Annexe 3 RSTP) and evidence not presented by the parties (cf. art. 12 par. 4 of the Procedural Rules).
2. According to art. 11 par. 1 of the Procedural Rules, if the circumstances appear to warrant it, the parties may be summoned to attend an oral hearing.
3. The Respondent requested that the parties appear orally at the hearing of the present dispute.
4. The current dispute does not contain any exceptional circumstances that would require the summoning of the parties to an oral hearing.
5. Thus, the request of the Respondent is rejected, and the hearing shall be conducted based on the evidence on file, the evidence available in TMS and evidence not presented by the parties which may bear relevance to the present dispute.
6. As confirmed by the Football Federation of Country A on 26 July 2021, the Claimant, *Club A*, and *Club C*, one of the player's training club in Country A, are one and the same entity.
7. The above being established, it is determined that the Claimant participated in the training of the player as per the contents of the several player passports issued by the Football Federation of Country A.
8. The dispute revolves around the effective registration dates of the player with the Claimant.
9. It is undisputed that the player was registered for the first time as a professional with the Respondent on 18 January 2019. In this respect, art. 3 par. 1 of Annexe 4 RSTP stipulates that any training compensation due in connection with the first registration as a professional of a player shall be distributed, by the club registering the player as a professional for the first time in accordance with the players' career history as provided for in the player passport(s).
10. *In casu*, the Respondent shall be responsible to distribute training compensation for the first registration of the player as a professional to the club(s) affiliated to any different member association(s) where the player was registered as from the start of his 12th birthday season up

until the start of his registration with the Respondent (i.e. 18 January 2019) in accordance with the information contained within the relevant player passport(s).

11. Art. 5 par. 1 RSTP stipulates that all professional and amateur players must be registered with an association in order to play for a club whereas the associations are the ones responsible for such registrations. Equally, art. 7 RSTP foresees that an association has to provide its affiliated club registering a player with a player passport indicating the complete player's football career as from the season of his 12th birthday.
12. According to the jurisprudence of the DRC, the Chamber shall in principle rely on the information inputted in the player passport(s) issued by the relevant member association(s) unless there is clear evidence that would contradict its contents.
13. In addition, the jurisprudence of the DRC established that a registering club shall act with utmost due diligence when registering a player. More particularly, the DRC has determined that in instances where a registering club can demonstrate that it acted with due diligence in attempting to obtain the accurate career history of a player but that the relevant member association produced multiple contradictory player passports afterwards, the player passport first issued by said member association (either downloaded in TMS or via official communication) shall be the passport relied upon when determining if and to whom training compensation is payable.
14. The Football Federation of Country A produced three player passports, the third having been issued in response to the FIFA administration's request to obtain the complete career history of the player in Country A, which contains the exact same data as the second player passport uploaded by the Football Federation of Country A in the transfer instruction on 16 December 2020.
15. In principle, based on the declaration of the Football Federation of Country A made on 15 January 2021, the contents of the second/third player passports shall be relied upon to establish the player's career history in Country A.
16. Based on the contents of the second and third player passport, the player was always registered in Country A as an amateur as follows:
 - a. With the Claimant between 1 January 2012 until 30 November 2018 (with interruptions);
 - b. With *Club D* as from 30 December 2018 until 18 January 2019.
17. The Respondent stated that the second player passport had been maliciously issued by the Football Federation of Country A to support the claim of the Claimant, which itself had been lodged in bad faith. In addition, the Respondent argued that the Claimant did not provide evidence that it had trained the player during the new periods of registration that had been added to the second player passport.

18. The Respondent did not provide evidence that would contradict the declarations of the Football Federation of Country A made in the second/third player passport.
19. As such, we propose to consider that the second/third player passports contain the accurate career history of the player in Country A.
20. Having established the above, the Respondent shall in principle be liable to pay training compensation to the player's training clubs as per the information displayed in the second player passport.
21. Nevertheless, in line with the above jurisprudence, if the Respondent can demonstrate that it acted with due diligence in attempting to obtain the accurate career history of a player but that the Football Federation of Country A produced multiple contradictory player passports afterwards, the player passport first issued by the Football Federation of Country A (either downloaded in TMS or via official communication) shall be the passport relied upon when determining if and to whom training compensation is payable.
22. The Respondent stated that it registered the player on the basis of a document it named "*player passport*" of the player. This document, which is not a player passport in the sense of the RSTP but rather an abstract of the Football Federation of Country A registration system, indicated the following:

Sporting passport

<i>Season</i>	<i>Club</i>	<i>Team</i>	<i>Licence type</i>	<i>Type</i>
2018/201	Club D	Club D Junior	Transfer	Trainee
2017/201	Club C Academy	Club C Academy	Renewal	Amateur
2014/201	Club C Academy	Club C Academy	New	Amateur

23. This document is not signed and stamped by the Football Federation of Country A, and the Respondent did not submit any evidence that it had obtained this document from the Football Federation of Country A, nor that its member association obtained this document from the Football Federation of Country A.
24. This document does indicate that the player had been registered with *Club D* and the Claimant. The document does not contain the start and end dates of the player's registrations in Country A.
25. The Respondent stated that it had also relied on the declaration of *Club D* that it was the only training club in Country A and that it had assumed that *Club C* was the youth entity of *Club D*.
26. Any potential declaration made by *Club D* cannot impact the Claimant's potential entitlement to training compensation since these two clubs are two separate entities.
27. It is undisputed that the Respondent registered the payer as a professional on 18 January 2019.

28. It is undisputed that the Football Federation of Country A uploaded the first player passport in TMS on 11 February 2019.
29. Based on the evidence on file, it is determined that the Respondent did not seek nor receive from the Football Federation of Country A the first player passport before registering the player, and that it received via TMS the first player passport almost 1 month after having registered the player.
30. This, it is determined that the Respondent did not register the player on the basis of the first player passport. In the contrary, it appears that the Respondent registered the player on the basis on an unofficial document which did not contain registration dates, and that on its own assumption that the Claimant was in fact the same entity than *Club D*, as well as on the basis of an alleged declaration of *Club D* that it had been the sole training club of the player in Country A.
31. As such, the argumentation of the Respondent in this regard is rejected and it is established that the Respondent did not act with due diligence before registering the player as a professional for the first time.
32. In view of all the above, training compensation is due to the Claimant.
33. Based on the contents of the second/third player passports, the player was registered with the Claimant:
 - a. As from 1 January 2012 until 30 November 2012;
 - b. As from 1 January 2013 until 30 November 2013;
 - c. As from 1 January 2014 until 30 November 2014;
 - d. As from 23 March 2015 until 30 November 2015;
 - e. As from 30 December 2015 until 30 November 2016;
 - f. As from 30 December 2016 until 30 November 2017;
 - g. As from 26 February 2018 until 30 November 2018;
34. Training compensation is in general calculated either (1) based on the number of years of training and education given by the previous training clubs multiplied by the training costs of the new club in the context of a first registration as a professional; or (2) based on the training costs of the new club multiplied by the number of years of training with the former club in the context of the subsequent registration of the professional player (cf. art. 5 par. 2 of Annexe 4 RSTP).
35. As a general rule, for the purpose of training compensation, the entire 12-month period of the year is taken into account. As a result, in the context of the present dispute, the football seasons in Country A are extended to a 12-month format, starting on 1 January and ending on 31 December.
36. Therefore, it is established that the player was registered with the Claimant for:


- a. 335 days of the player's 12th birthday season;
 - b. 334 days of the player's 13th birthday season;
 - c. 334 days of the player's 14th birthday season;
 - d. 255 days of the player's 15th birthday season;
 - e. 337 days of the player's 16th birthday season;
 - f. 334 days of the player's 17th birthday season; and
 - g. 278 days of the player's 18th birthday season;
37. Having determined that (1) the player was first registered as a professional with the Respondent on 18 January 2019; and (2) the player was registered with the Claimant between his 12th and 18th birthday seasons as per the registration dates above, the Claimant shall receive training compensation in the amount of **EUR 268,465.74**.
38. Furthermore, the Claimant requested the award of interest rate of 5% *per annum*, "as per the due date".
39. In accordance with the well-established jurisprudence of the DRC, interest are applied as from the first overdue day for the payment of training compensation.
40. According to art. 3 par. 1 of Annexe 4 RSTP, the Respondent had 30 days after registering the player as a professional to pay training compensation to the Claimant, i.e. up until 17 February 2019.
41. As a result, the Claimant shall receive interest in the rate of 5% *per annum* as from the date at which training compensation became overdue to the Claimant, that is to say as from 18 February 2019.
42. The interest rate of 5% *per annum* on EUR 268,465.74 shall apply until the date of effective payment of the outstanding training compensation and its applicable interest.
43. In view of all the above, the claim of the Claimant is partially accepted and the Respondent shall pay training compensation in the amount of EUR 268,465.74 plus 5% interest p.a. as from 18 February 2019 until effective payment.
44. Any further claim of the Claimant rejected.
45. Procedural costs in the maximum amount of CHF 25,000 may be levied for decisions passed by the subcommittee of the DRC in disputes related to training compensation (cf. art. 18 par. 1 of the Procedural Rules).
46. The amount claimed by the Claimant corresponds to EUR 300,000, i.e. above CHF 250,000. Therefore, procedural costs levied in this respect shall not exceed the sum of CHF 25,000 (art. 1 of Annexe A of the Procedural Rules).

47. In consideration of the amount claimed by the Claimant, costs of the current proceedings shall be set at CHF 22,000.
48. In view of the outcome of the case, costs shall be borne in full by the Respondent.
49. The relevant provisions of art. 24bis RSTP are applicable in the present matter.

III. DECISION OF THE DISPUTE RESOLUTION CHAMBER

1. The claim of the Claimant, *Club A*, is partially accepted.
2. The Respondent, Club B, shall pay to the Claimant EUR 268,465.74 as training compensation, plus 5% interest per annum on that amount as from 18 February 2019, until the date of effective payment.
3. Any further claims lodged by the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.
5. The Respondent shall provide evidence of full payment to CHhelpdesk@fifa.org. If applicable, the evidence shall be translated into an official FIFA language (English, French, German, Spanish).
6. If the due amount (including all applicable interest) is not paid by the Respondent **within 45 days** as from notification of the bank account details, the following consequences shall apply:
 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods.
 2. The ban will be lifted immediately, and prior to its complete serving, following confirmation that the due amount (including all applicable interest) has been received by the Claimant.
 3. In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.
7. The final costs of the proceedings in the amount of CHF 25,000 are to be paid are to be paid as follows:
 - a. The amount of CHF 3,000 shall be paid by the Claimant;
 - b. The amount of CHF 22,000 shall be paid by the Respondent;
 - c. The above costs shall be paid to FIFA with reference to case no. (cf. note relating to the payment of the procedural costs below)

For the DRC:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

Pursuant to article 58 paragraph 1 of the **FIFA Statutes**, this decision may be appealed before the **Court of Arbitration for Sport** within 21 days of notification.

NOTE RELATED TO PUBLICATION:

FIFA may **publish** this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 20 of the Procedural Rules).

CONTACT INFORMATION:

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