

Decision of the Players' Status Chamber

passed on 5 March 2024

regarding a contractual dispute concerning the player C

BY:

Christina LABRIE (USA), Single Judge

CLAIMANT:

A, Country A

Represented by

RESPONDENT:

B, Country B

I. Facts of the case

1. The parties to the dispute are the club A from Country A (hereinafter: *the Claimant* or A) and the club B from Country B (hereinafter: *the Respondent* or B). The Claimant and the Respondent are respectively affiliated to the Football Association Country A (FAA) and the Football Federation Country B (FAB).
2. On 10 January 2023, the Claimant and the Respondent concluded a transfer agreement (hereinafter: *the contract*), regarding the permanent transfer of the player C (hereinafter: *the player*).
3. Under clause 3 of the contract, the Respondent undertook to pay to the Claimant the following:

“(a) Fixed Transfer Fee

The total amount of USD 800,000.00 (eight hundred thousand U.S. Dollars), payable in the following schedule:

i) USD 400,000.00 (four hundred thousand U.S. Dollars), payable by no later than three (3) calendar days (inclusive) from the date of this Agreement (hereinafter the "First Instalment"); and,

ii) USD 400,000.00 (four hundred thousand U.S. Dollars), payable by no later than 15 March 2023 (hereinafter the "Second Instalment", collectively with the First Instalment, the "Fixed Transfer Fee").

(b) Conditional Transfer Fee

The total amount of USD 200,000.00 (two hundred thousand U.S. Dollars), if B is promoted to Pro League Country B (or the highest division in the Country B football league system) (hereinafter the "Promotion"), payable by no later than the last day of the season date (as set by the FAB and indicated on the FIFA TMS) of the season during which B plays in the First Division League of Country B and such Promotion is confirmed (hereinafter the "Conditional Transfer Fee", collectively with the Fixed Transfer Fee, the "Transfer Fee")."

4. Clauses 4.1 and 4.2 of the contract reads as follows:

"4.1. Any amounts payable to A under this Agreement shall be paid by B to A in full without any setoff, deduction or withholding whatsoever.

4.2. Notwithstanding Clause 4.1, it is explicitly agreed that the Transfer Fee include whatever amount(s) due to A, as well as claims of third clubs for solidarity contribution mechanism as set out in FIFA's Regulations on the Status and Transfer of Players. In this regard, B shall deduct such solidarity contribution amount (5%) and pay these amounts to all entitled clubs in accordance with relevant regulations set forth by FIFA."

5. Clause 4.3 of the contract reads as follows:

"If B fails to make any payment due to A B shall be obliged to pay 5% per month to A on any amounts outstanding, of which any amount exceeding 18% per annum shall be deemed as penalty, from the date when it was due until the default is fully cured. B acknowledges the importance of this transaction and the economic significance of it for A and therefore acknowledges that this default interest rate and penalty payment are appropriate and balanced."

6. The FIFA Transfer Matching System (TMS) reflects the following regarding the seasons in Country B:
 - a. Season 2022/2023: from 25 August 2022 until 30 May 2023.
 - b. Season 2023/2024: from 11 August 2023 until 30 June 2024.

7. On 16 January 2023, the Claimant sent a notice to the Respondent stating as follows:

"Dear Sir,

Reference is made to all our previous correspondences as well as [the contract].

1. Confirmation of Receipt

A hereby confirms that it received USD 399,970.00 from B on 12 January 2023.

Whereas we could confirm that you have instructed your bank to wire USD 400,000.00, USD 30.00 has been paid as the sender's charges (please refer to attached SWIFT message). Please kindly note that the any banking or transaction fees shall be borne by B pursuant to Clause 4.2 of the [contract].

2. Confirmation of Receipt of First Instalment

A hereby confirms that the amount of the First Instalment (USD 380,000.00; USD 400,000.00 less 5% solidarity contribution) has been duly paid and settled in accordance with the [contract].

3. Request for Second Instalment

Among the amounts deposited on A's account, USD 19,970.00 has been sent in excess of the due amount to A as the First Instalment. In this regard, we will credit such excess amount toward the amount of the Second Instalment, which is due 15 March 2023. Therefore, the remaining amount due to A as the Second Instalment is as follows:

<i>Total transfer fee (Second Instalment)</i>	<i>USD 400,000.00</i>
<i>less solidarity contribution</i>	<i>USD 20,000.00</i>
<i>less amount received in excess on 12 January 2023</i>	<i>USD 19,970.00</i>

<i>Remaining amount balance for second instalment (due 15 march 2023)."</i>	<i>USD 360,030.00</i>
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8. On 20 March 2023, the Claimant sent a default notice to the Respondent for failure to pay the second instalment due on 15 March 2023 under the contract for the amount of USD 360,030 plus interests of 18% per annum.
9. As there was no response, another default notice was sent by the Claimant to the Respondent on 17 April 2023, giving the Respondent 10 calendar days to make the overdue payment of USD 360,030.
10. By the end of the season 2022/2023, the Respondent was promoted to the 1st division in Country B.
11. On 3 August 2023, the Claimant sent a default notice to the Respondent requesting payment of the overdue second instalment as well as USD 190,000 regarding the conditional transfer fee connected to the promotion of the Respondent to the local first division, together with interests. A final payment deadline was set for 10 days.
12. On 8 August 2023, the Respondent made a payment of USD 400,000 to the Claimant.
13. On 18 August 2023, the Claimant sent yet another default notice to the Respondent. In doing so, the Claimant confirmed receipt of the USD 400,000 regarding the second instalment of the transfer fee but requested the following payments by 25 August 2023:
 - USD 48,374.10 as residual amount of the second instalment including interest and penalties.
 - USD 217,484.93 as conditional transfer fee including interest and penalties.
14. A final payment notice was sent by the Claimant to the Respondent on 2 November 2023, setting a last and final deadline of 10 days, regarding a total outstanding amount of USD 295, 646.68, broken down as follows:
 - USD 53,800.11 as residual amount of the second instalment including interest and penalties (of which USD 2,199.87 regarding interest and USD 5,133.03 regarding the penalty).
 - USD 241,846.58 as Conditional Transfer Fee including interest and penalties (of which USD 15,553.97 regarding interest and USD 36,292.60 regarding penalty).
15. On 10 December 2023, the Respondent paid USD 162,231.83 to the Claimant.
16. On 15 January 2024, the Respondent paid USD 32,494.26 to the Claimant.

II. Proceedings before FIFA

17. On 30 November 2023, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. Claim of the Claimant

18. The Claimant claimed overdue payables under the Contract and filed the following request for relief:

"Hold Respondent liable for a breach of art. 12bis RSTP.

Order Respondent to pay Claimant USD 46,467.20 as outstanding amount plus 1.5% per month (18% p.a.) as default interest and 3.5% per month as contractual penalty as from 9 August 2023 until the date of effective payment.

Order Respondent to pay Claimant USD 190,000.00 as outstanding amount plus 1.5% per month (18% p.a.) as default interest and 3.5% per month as contractual penalty as from 31 May 2023 until the date of effective payment.

Impose a sanction in accordance with art. 12bis para. 4 RSTP on Respondent.

Charge all procedural costs to Respondent and order Respondent to reimburse any advance of costs to Claimant.”

19. The Claimant explained *inter alia* that the penalties and interest under the contract were freely established between the parties, and detailed as follows in this respect of their validity:

- Creditor’s interest: the penalty clause was designed to compel the Respondent to comply with its payment obligations, which was a rightful interest of the Claimant as a creditor. The history of non-compliance with financial obligations by the Respondent and its low creditworthiness made the specific contractual penalty necessary to have a deterrent effect.
- Severity of the breach and intentional failure: the Respondent failed to fulfil its obligation to make timely payments and neglected to act in good faith. The severity of the breach and the Respondent’s fault is undeniable, as it deliberately avoided making payments and remained unresponsive to default notices.
- Business experience of the parties: the penalty in the contract was agreed upon by two commercially experienced parties who are well versed in international transfers and transfer agreements. It was negotiated by both parties after a proposal made by the Respondent, indicating an informed decision to agree on the particular rates.

b. Reply of the Respondent

20. In its reply dated 15 January 2024, the Respondent objected to the claim of the Claimant. It advanced the following arguments:

- The Respondent asserts that the Claimant drafted the contract and its contentious 5% monthly rate under clause 4.3 with the intention of establishing an abusive interest and/or penalty fee.
- The Respondent denies the alleged lack of proactivity and raises its good faith, stating that it has been responsive and consistently engaging with the Claimant to settle the dispute. It also highlights its efforts to reach an amicable solution through its legal representatives.
- The Respondent outlines several mitigating factors regarding its conduct towards the Claimant, which it submits as sufficient to set aside the application of art. 12bis of the Regulations on the Status and Transfer of Players (RSTP) - or the sanctions provided therein - to these proceedings. In particular:

- Proactive behaviour: The Respondent has been proactive in trying to amicably settle the dispute, as evidenced by exhibits R-4, R-5, and R-6. This collaborative behaviour has been considered a mitigating factor in favour of debtors, as highlighted in the jurisprudence of the Court of Arbitration for Sport (CAS).
 - Execution of payments: The Respondent has executed four payments in favour of the Claimant, corresponding to all principal amounts foreseen in the contract, plus an interest rate of 18% per annum. The execution of payments during the proceedings represents proactive behaviour towards resolving the dispute, which has historically been considered a mitigating factor by the FIFA Football Tribunal.
21. The Respondent requested the FIFA Football Tribunal (*i*) to dismiss the Claimant's claim in its entirety, (*ii*) not to find the Respondent to be in breach of art. 12bis of the RSTP, (*iii*) not to impose a sanction on the Respondent, and (*iv*) to order the Claimant to bear all administrative and procedural costs and other expenses from the present proceedings.

c. Rejoinder of the Claimant

22. On 17 January 2024, the FIFA general secretariat invited the Claimant to file its comments as to the Respondent's position, which it did on 24 January 2024 by *inter alia* stating the following:

First, we inform that the payments made by Respondent of USD 162,231.83 and USD 32,494.26 were duly received by [the Claimant].

Second, we dispute the Respondent's allegations in their entirety, and in particular those relating to clause 4.3 of the [contract]. However, to avoid repeating our-selves, we do not make any further comments on Respondent's submission and refer to all our arguments set out in our claim of 30 November 2023.

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

23. First of all, the Single Judge of the Players' Status Chamber (hereinafter also referred to as *Single Judge*) analysed whether she was competent to deal with the case at hand. In this respect, she took note that the present matter was presented to FIFA on 30 November 2023 and submitted for decision on 5 March 2024. Taking into account the wording of art. 34 of the March 2023 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
24. Subsequently, the Single Judge referred to art. 2 par. 1 and art. 24 par. 2 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 par. 1 lit. g) of the RSTP (February 2024 edition), she is competent to deal with the matter at stake, which concerns a contractual dispute between clubs belonging to different associations.

25. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, she confirmed that, in accordance with art. 26 par. 1 and 2 of the RSTP (February 2024 edition), and considering that the present claim was lodged on 30 November 2023, the May 2023 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

26. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, she stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which she may consider evidence not filed by the parties, including without limitation the evidence generated by or within the TMS.

c. Merits of the dispute

27. The competence and the applicable regulations having been established, the Single Judge entered into the merits of the dispute. In this respect, she started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, she emphasised that in the following considerations she will refer only to the facts, arguments and documentary evidence, which she considered pertinent for the assessment of the matter at hand.

i. Main legal discussion and considerations

28. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that this is a claim for overdue payables, whereby the dissent of the parties lies in the interpretation and application of clause 4.3 of the contract.
29. To this effect, the Single Judge noted that while the Claimant at first sought other concepts aside from the contractual penalty/interest, namely USD 190,000 as conditional fee, the latter was eventually paid during the course of the proceedings. The Single Judge remarked nonetheless that the Claimant while acknowledging the relevant receipt, did not amend their request for relief in their rejoinder and merely referred again to their statement of claim, which consequently stood unchanged.
30. Therefore, she outlined that she shall decide whether the clause in question is applicable because freely entered by and between the parties, or if it results abusive. The disputes clause is thus repeated herein for the sake of completeness:

If B fails to make any payment due to A B shall be obliged to pay 5% per month to A on any amounts outstanding, of which any amount exceeding 18% per annum shall be deemed as penalty, from the date when it was due until the default is fully cured. B acknowledges the importance of this transaction and the economic significance of it for A and therefore acknowledges that this default interest rate and penalty payment are appropriate and balanced.

31. In this context, the Single Judge recalled that per the jurisprudence of the Football Tribunal, parties are generally free to establish contractual penalties, as long as they comply with the principles of

proportionality and reasonability, and do not allow a party to be placed in a situation of unjust enrichment.

32. Given the above, the Single Judge was firm to conclude that upholding the clause as it was drafted would amount to allowing hidden interests that far exceed the amount acceptable of 18% p.a. per the jurisprudence of the Football Tribunal. She confirmed this assessment since calculating the interest rate *"from the date when it was due until the default is fully cured"* meant applying the penalty over time where interest is already existing. In fact, the Single Judge underlined that enforcing the clause would lead to a party being awarded hidden interests of 60% p.a., which as alleged by the Respondent cannot be accepted.
33. Having so found, the Single Judge decided that the clause should be reduced. Considering its wording and while seeking the true intention of the parties, she came to the conclusion that the clause could subsist if the time-element in what exceeds the rate of 18% p.a. was removed. She was furthermore convinced with this assessment because to a good degree and from the submissions of the parties it seemed that this was their good-faith intention instead of drafting a hidden interest clause of 60% p.a.
34. This entailed in the Single Judge's opinion that the percentage in excess of 18%, if considered a maximum of 60%, could be enforced as a penalty (thus resulting in annual interests of 18% p.a. plus a contractual penalty of up to 42%). Applying such rationale, she confirmed that the penalty in excess of 18% would apply over the second instalment from 15 March 2023 until 8 August 2023, and on the conditional fee from 31 May 2023 to 10 December 2023. In particular:

Amount (USD)	From	To	Total Days	Total %	Penalty in excess of 18%	Penalty Amount (USD)
380,000	15/03/2023	08/08/2023	146	24%	6%	22,800
190,000	31/05/2023	10/12/2023	193	31.72%	13.72%	26,079.45

35. By the same token and as to the interest due, the Single Judge determined that the following amounts should have been paid by the Respondent as interests:

Amount (USD)	Annual Interest rate (%)	From	To	Total Days	Interest Amount (USD)
380,000	18.00	15/03/2023	08/08/2023	146	27,360.00
190,000	18.00	31/05/2023	10/12/2023	193	18,083.84

36. Considering the above, the Single Judge concluded that the total amount that should have been paid by the Respondent is:

Concept	Amount due (USD)
First Instalment	380,000.00

Second Instalment	380,000.00
Interest over Second Instalment	27,360.00
Penalty over Second Instalment	22,800.00
Conditional Fee	190,000.00
Interest over Conditional Fee	18,083.84
Penalty over Conditional Fee	26,079.45
Total due	1,044,323.29

37. Having so found, the Single Judge turned to the evidence on file and the amounts effectively paid by the Respondent as confirmed by the Claimant, which add up to USD 995,151.09. Accordingly, she decided that there is a balance still due to the Claimant of USD 49,172.20, that is, USD 1,044,323.29 minus USD 995,151.09
38. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the Respondent is liable to pay to the Claimant USD 49,172.20 as contractual penalty. She highlighted that no additional interest shall apply on top of this figure in light of the principle *ne bis in idem*.
39. The Single Judge confirmed therefore that the claim of the Claimant was partially accepted.

ii. Article 12bis of the Regulations

40. In continuation, the Single Judge referred to art. 12bis par. 2 of the Regulations, which stipulates that any club found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with art. 12bis par. 4 of the Regulations.
41. To this end, the Single Judge confirmed that the Claimant put the Respondent in default of payment of USD 360,030 on 17 April 2023. Said amount correspondent to the unpaid portion of the second instalment of the transfer fee under clause 3 (a) (ii) of the contract and had had fallen due more than 30 days before, namely on 15 March 2023. The Single Judge equally noted that the Claimant granted the Respondent a 10-day deadline to cure such default, to no avail. The amount was finally paid on 8 August 2023.
42. Equally, the Single Judge confirmed that the Claimant put the Respondent in default of payment of USD 190,000 on 2 November 2023. Said amount correspondent to the conditional fee under clause 3 (b) of the contract and had had fallen due more than 30 days before, namely on 1 July 2023, i.e., one day after the relevant season in Country B ended per the information recorded in TMS. The Single Judge equally noted that the Claimant granted the Respondent a 10-day deadline to cure such default, to no avail. Said amount was finally (fully) paid in January 2024.
43. Accordingly, the Single Judge confirmed that the Respondent had twice delayed a due payment without a *prima facie* contractual basis (even if paid later, which bears no relevance to the assessment of the criteria under art. 12bis of the Regulations if not cured within the regulatory deadline of 10 days). It followed that the criteria enshrined in art. 12bis of the Regulations was met twice in the case at hand.

44. The Single Judge further established that by virtue of art. 12bis par. 4 of the Regulations she can impose sanctions on the Respondent. She also noted to this effect that the Respondent has been sanctioned in 8 different occasions in the past for having overdue payables in the sense of the Regulations, as detailed below:

Case reference	Deciding body	Date of decision	Sanction imposed on the Respondent
FPSD-4576	Dispute Resolution Chamber	24 February 2022	Fine of USD 105,000
FPSD-4147	Dispute Resolution Chamber	4 March 2022	Fine of USD 105,000
FPSD-4193	Dispute Resolution Chamber	9 June 2022	Fine of USD 80,000
FPSD-7725	Players' Status Chamber	13 December 2022	Warning and a fine of USD 7,500
FPSD-8437	Players' Status Chamber	14 February 2023	Fine of USD 37,500
FPSD-8439	Players' Status Chamber	14 February 2023	Fine of USD 27,500
FPSD-8682	Players' Status Chamber	16 February 2023	Fine of USD 52,500
FPSD-8698	Dispute Resolution Chamber	20 April 2023	Fine of USD 45,000

45. In respect of the above, the Single Judge confirmed that the Respondent is considered a repeated offender since the Regulations clearly draw a parallel between art. 12bis (in respect of clubs and players) and art. 7 of Annexe 2 (in respect of coaches), for the criteria to establish an overdue payable found in both articles is identical. By the same token, both articles outline that a repeated offence will be considered an aggravating circumstance and lead to a more severe penalty. The Single Judge also recalled the clear contents of art. 12bis par. 6 and art. 7 par. 6 Annexe 2 of the Regulations in this respect, which are clear and unequivocal.
46. The Single Judge also recalled that the Respondent was made aware that repeated offence will be considered as an aggravating circumstance, insofar as the grounds of the outlined decisions were requested in the majority cases and thus notified to the Respondent.
47. Yet, in spite of the above and even after having received USD 460,000 in fines for having overdue payables, the Single Judge remarked that the Respondent still (and twice) in the context of the dispute at hand continued to have overdue payables, this time in front of a club.
48. On account of the above, the Single Judge decided that the matter at hand merits the imposition of a fine of USD 100,000 on the Respondent in accordance with art. 12bis par. 4 lit. c) of the Regulations.
49. In this connection, the Single Judge highlighted again that a repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty in accordance with art. 12bis par. 6 of the Regulations.

iii. Compliance with monetary decisions

50. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 24 par. 1 and 2 of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
51. In this regard, the Single Judge highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either

nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.

52. Therefore, bearing in mind the above, the Single Judge decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 24 par. 2, 4, and 7 of the Regulations.
53. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
54. The Single Judge recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24 par. 8 of the Regulations.

d. Costs

55. Finally, the Single Judge referred to art. 25 par. 1 and 2 of the Procedural Rules, according to which in disputes between clubs, costs in the maximum amount of USD 25,000 are levied. As per art. 25 par. 5 of the Procedural Rules, the Single Judge will decide the amount that each party is due to pay, in consideration of the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid.
56. Taking into account that the claim of the Claimant has been only partially accepted given that the latter insisted in its original request for relief in spite of acknowledging payments performed by the Respondent, the Single Judge concluded that the costs of the proceedings before FIFA shall be split between the parties. According to Annexe 1 of the Procedural Rules, the costs of the proceedings are to be levied on the basis of the amount in dispute. Consequently, the Single Judge concluded that the maximum amount of costs of the proceedings corresponds to USD 25,000 in light of the (unmodified) request for relief of the Claimant.
57. In light of the above, the Single Judge determined the costs of the current proceedings to the amount of USD 25,000 and concluded that said amount has to be paid by the Claimant and Respondent in equal shares of USD 12,500 each in order to cover the costs of the present proceedings.

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, A, is partially accepted.
2. The Respondent, B, must pay to the Claimant USD 49,172.20 as contractual penalty.
3. Any further claims of 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. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, 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. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
 2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.
7. The final costs of the proceedings in the amount of USD 25,000 are split between the parties and shall be paid to FIFA in the following manner:
 - a) USD 12,500 by the Claimant. As the Claimant already paid the amount of USD 5,000 to FIFA as advance of costs at the start of the proceedings, the residual amount of USD 7,500 is still to be paid as procedural costs.
 - b) USD 12,500 by the Respondent.
8. A fine in the amount of **USD 100,000** is imposed on the Respondent, **which must be paid to FIFA within 30 days of notification of this decision**. Such fine must be paid to the following bank account with a clear reference to the case **FPSD-12883**:

UBS Zurich
Account number 230-366677.61N (FIFA Players' Status)
Clearing number 230
IBAN: CH12 0023 0230 3666 7761 N
SWIFT: UBSWCHZH80A

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE 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 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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