



**Decision of the  
Single Judge of the sub-committee of the Dispute  
Resolution Chamber (DRC)**

passed on 2 October 2019,

by **Mr Stefano Sartori (Italy)**,  
Single Judge of the sub-committee of the DRC,

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 passports issued by the Football Association of Country B (hereinafter: *the Football Association F*), the player, Player E (hereinafter: *the player*), born on 31 October 1995, was registered with Club A (hereafter: *the Claimant*) as from 24 July 2015 until 6 January 2016 on loan from the Club of Country B, Club F (hereinafter: *the former club*).
2. The football season in Country B during the relevant period of time ran as follows: from 1 July of the respective year until 30 June of the following year.
3. According to the information contained in the TMS, the player was registered with the Club of Country D, Club C (hereinafter: *the Respondent*), on 6 February 2018, which engaged the player "*permanently (out of contract)*" directly from the former club. In this respect, the Respondent uploaded on TMS two letters signed by the Claimant, in which it is indicated that the player and the Claimant terminated their contractual relationship on 24 January 2018 and that the player "*shall be free to leave Club F (free transfer) during the transfer window of January 2018*".
4. Equally, according to the information contained in the TMS, the Claimant belonged to the category I (indicative amount of EUR 90,000 per year within UEFA) whilst the Respondent belonged to the category II (indicative amount of EUR 60,000 per year within UEFA) at the moment that the player was registered with the latter.
5. On 9 May 2019, the Claimant lodged a claim in front of FIFA requesting training compensation on the ground that the player's subsequent transfer as a professional occurred before the end of the season of the player's 23<sup>rd</sup> birthday. In particular, the Claimant requested EUR 25,000, plus 5% interest as from "*the due date*".
6. In its reply, the Respondent solely declared to be open to discuss the matter prior to a decision being rendered.
7. In reply, the Claimant indicated that no amicable solution had been found and requested the matter to be submitted for decision.

## II. Considerations of the Single Judge of the sub-committee of the DRC

1. First of all, the Single Judge of the sub-committee of the DRC (hereinafter: *the Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was submitted to FIFA on 9 May 2019. Consequently, the 2018 edition of the Rules Governing the Procedures

of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*) is applicable to the matter at hand (cf. art. 21 of the 2018 edition of the Procedural Rules).

2. Subsequently, the Single Judge referred to art. 3 par. 2 of the Procedural Rules, which states that he shall examine his jurisdiction in light of art. 24 par. 2 of the Regulations on the Status and Transfer of Players (edition June 2019). In accordance with art. 3 of Annexe 6 in conjunction with art. 24 and art. 22 lit. d) of the Regulations on the Status and Transfer of Players, the Single Judge is competent to decide on the present dispute relating to training compensation between clubs belonging to different associations.
3. Furthermore, the Single Judge analysed which edition of the Regulations on the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, he confirmed that in accordance with art. 26 par. 1 and 2 of said regulations (editions January 2018, June 2018 and June 2019) and considering that the player was registered with the Respondent on 6 February 2018, the January 2018 edition of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.
4. The competence of the Single Judge and the applicable regulations having been established, and entering into the substance of the matter, the Single Judge started by acknowledging the above-mentioned facts as well as the documentation contained in the file. However, the Single Judge emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence which he considered pertinent for the assessment of the matter at hand.
5. First of all, the Single Judge took note that the Claimant maintained that it is entitled to receive training compensation from the Respondent in the amount of EUR 25,000, indicating that the transfer of the player occurred before the end of the season of his 23<sup>rd</sup> birthday.
6. Furthermore, the Single Judge noted that the Respondent, despite having been invited to do so, failed to present its response to the claim of the Claimant, merely stating that it apparently wished to settle the matter amicably, and, in this way, renounced its right to defence.
7. As a consequence of the aforementioned consideration, the Single Judge established that, in accordance with art. 9 par. 3 of the Procedural Rules, he 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.

8. Having established the above, the Single Judge referred to the rules applicable to training compensation and stated that, as established in art. 1 par. 1 of Annexe 4 in combination with art. 2 par. 1 lit. ii. 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 professional is transferred between clubs of two different associations before the end of the season of the player's 23<sup>rd</sup> birthday. In case of a subsequent transfer of a professional, art. 3 par. 1 of Annexe 4 of the Regulations sets forth that the club with which the player is registered is responsible for paying training compensation to the former club, for the time the player was effectively trained by the latter, within 30 days of registration.
9. Furthermore, according to art. 10 par. 1 of the Regulations, professionals may be loaned to another club on the basis of a written agreement between the professional and the clubs concerned. Moreover, the last sentence of said provision stipulates that any such loan is subject to the same rules as those which apply to the transfer of players, including the provisions on training compensation and the solidarity mechanism.
10. Following the above, the Single Judge stressed that one of the aims of the last sentence of art. 10 par. 1 of the Regulations is to ensure that training clubs which register a player on a loan basis also benefit from the solidarity mechanism and training compensation, provided that the relevant prerequisites in the pertinent provisions of the Regulations are fulfilled. This approach is also in line with the DRC's well-established jurisprudence that all clubs which have contributed to the training and education of a player as from the age of 12 are, in principle, entitled to training compensation for the timeframe that the player was effectively trained by them.
11. In other words, the Single Judge emphasised that the nature of the player's registration with a club claiming training compensation, *i.e.* on a definite or on a temporary basis, is in fact irrelevant with respect to the question as to whether such club would be entitled to receive training compensation for the period of time that the player was effectively trained by that club.
12. In this respect, the Single Judge duly noted that the player was registered with the Claimant as from 24 July 2015 until 6 January 2016 on loan from the Club of Country B, Club F, that is to say prior to the end of the season of the player's 21<sup>st</sup> birthday.
13. In addition, the Single Judge observed that the player registered with the Respondent on 6 February 2018 as an out of contract player directly from the former club, that is to say prior to the end of the season of the player's 23<sup>rd</sup> birthday.

14. In view of the foregoing considerations, the Single Judge concluded that it can be established that the player was subsequently transferred as a professional between two clubs of two different associations before the end of the season of his 23<sup>rd</sup> birthday and, thus, 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.
15. Subsequently, the Single Judge considered that he had to determine which should be the relevant amount of training compensation to be paid by the Respondent to the Claimant. In this regard, the Single Judge went on to establish the proper calculation of the relevant training compensation due to the Claimant.
16. To that end, the Single Judge referred to art. 5 par. 1 and par. 2 of Annexe 4 of the Regulations, which stipulate, that as a general rule, to calculate the training compensation, it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself. What is more, the Single Judge referred to art. 6 of Annexe 4 of the Regulations which contains special provisions in case a player moves from a lower to a higher category club or from a higher to a lower category club within the territory of the EU/EEA.
17. In continuation, the Single Judge recalled that the player was born on 31 October 1995 and was registered with the Claimant on loan from 24 July 2015 until 6 January 2016. Furthermore, the Single Judge noted that the player was subsequently transferred from the former club to the Respondent.
18. On account of the above, the Single Judge considered that the Claimant is, thus, entitled to receive training compensation for the period as from 24 July 2015 until 6 January 2016, *i.e.* 5 months of the season of the player's 20<sup>th</sup> birthday.
19. Furthermore, the Single Judge recalled that, according to the information contained in the TMS, the player was registered with the Respondent on 6 February 2018.
20. Equally, the Single Judge recalled that, according to the information contained in the TMS, the Claimant belonged to the category I (UEFA indicative amount of EUR 90,000 per year) whilst the Respondent belonged to the category II at the moment of the player's registration with it (UEFA indicative amount of EUR 60,000 per year).
21. In this regard, the Single Judge pointed out that, according to art. 6 par. 1 lit. b) of Annexe 4 of the Regulations, if a player moves from a club of a higher training category to a lower training category, the calculation shall be based on the training costs of the lower category club.

22. Consequently, in light of the above-mentioned considerations as well as the claim of the Claimant, and in line with the provisions set out in art. 6 par. 1 lit. b), the Chamber decided to accept the Claimant's claim and decided that the Respondent is liable to pay training compensation to the Claimant in the amount of EUR 25,000.
23. Moreover, taking into consideration the Claimant's claim as well as art. 3 par. 2 of Annexe 4 of the Regulations, the Single Judge decided that the Respondent has to pay, in conformity with the longstanding practice of the DRC, interest of 5% *p.a.* over the amount payable as training compensation as of 9 March 2018 until the date of effective payment.
24. Lastly, the Single Judge referred to art. 25 par. 2 of the Regulations in combination with art. 18 par. 1 of the Procedural Rules, according to which, in proceedings before the DRC relating to disputes regarding training compensation, costs in the maximum amount of CHF 25'000 are levied. It is further stipulated 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.
25. In respect of the above, the Single Judge held that the amount to be taken into consideration in the present proceedings is EUR 25,000 related to the claim of the Claimant. Consequently, the Single Judge concluded that the maximum amount of costs of the proceedings corresponds to CHF 5,000 (cf. table in Annexe A of the Procedural Rules).
26. As a result, the Single Judge determined the final costs of the current proceedings in the amount of CHF 5,000 that shall be borne by the Respondent.

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### III. Decision of the Single Judge of the sub-committee of the DRC

1. The claim of the Claimant, Club A, is 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 25,000 + 5% interest p.a. as from 9 March 2018 until the date of effective payment.
  
3. 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.
  
4. The final costs of the proceedings in the amount of CHF 5,000 are to be paid by the Respondent, **within 30 days** of notification of the present decision, 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

5. 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 Single Judge of the sub-committee of the DRC 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, a copy of which we enclose hereto. 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 (cf. point 4 of the directives).

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 Single Judge of the  
sub-committee of the DRC

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Emilio García Silvero  
Chief Legal & Compliance Officer

Encl.: CAS directives