

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

passed on 8 October 2019,

by **Mr Roy Vermeer** (Netherlands),  
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 Federation of Country B (hereinafter: *the Football Federation of Country B*) on 6 February 2017 and 6 February 2019, the player, Player E, born on 1 October 1997 (hereinafter: *the player*), was registered with its affiliated clubs, including Club A (hereinafter: *the Claimant*), as follows:

Clubs	Registration dates	Status
The Claimant	From 29.09.2011 until 01.01.2012	Amateur
Club X	From 02.01.2012 until 30.11.2012	Amateur
The Claimant	From 01.12.2012 until 01.03.2013	Amateur
Club XX	From 02.03.2013 until 30.11.2013	Amateur
The Claimant	From 11.12.2013 until 30.11.2014	Amateur
The Claimant	From 01.12.2014 until 30.10.2016	Professional
Club XXX	From 01.12.2016 until 30.01.2017	Amateur

2. The relevant football seasons in Country B ran as follows:
  - From 29 September 2011 until 31 July 2012;
  - From 1 December 2012 until 31 October 2013;
  - From 11 December 2013 until 30 October 2014; and
  - As from 1 December 2014: from 1 December of one year until 31 October of the following year.
3. According to the information contained in the Transfer Matching System (TMS), the player, coming from Club XXX (hereinafter also the *former club*), was registered as a professional with the club of Country D, Club C (hereinafter: *the Respondent*), on 31 January 2017.
4. In this regard, Club XXX and the Respondent entered into a transfer agreement on 27 January 2017, according to which the two clubs agreed on the payment from the Respondent to the former club of conditional first team appearances-based bonuses as well as a percentage of a future transfer of the player. In return, the former club agreed to “renounce to training compensation in the sense of article 20 of the Regulations on the Transfer and Status of Players of FIFA”.
5. In addition, said transfer agreement stipulates that “[the former club] is a club affiliated to the [Football Federation of Country B], competing in the County Football Association of Country B” and that “Miss Y, chairwoman of [the former club] declares that the player is duly registered with [the former club] since the season 2016/2017 and that he is currently bound by an ‘amateur player’

*registration as defined within the Regulations on the Transfer and Status of Players of FIFA”.*

6. Pursuant to the information in the TMS, the Respondent belonged to the category I (UEFA indicative amount of EUR 90,000 per year) at the moment the player was registered with it.
7. In this framework, on 25 February 2019, the Claimant contacted FIFA claiming its proportion of training compensation on the ground of the subsequent registration of the player as a professional with a club of a different association, before the end of the season of his 23<sup>rd</sup> birthday. In particular, the Claimant requested the amount of EUR 297,545.45 plus 5% interest *p.a.* as of “*the due date*”. In particular, the Claimant based its claim on art. 3 par. 2 of the Regulations on the Transfer and Status of Players (hereinafter: *the Regulations*). What is more, the Claimant alleged that the player’s registration as an amateur with Club XXX was made in an attempt to circumvent the payment of training compensation.
8. In its reply to the claim, the Respondent, *inter alia*, maintained that it acted in good faith, and sustained that the player was registered with Club XXX as a professional. In fact, the Respondent declared that the mention “*amateur*” in the player’s passport was the result of a typo, and provided a declaration from the player and from Chairwoman of Club XXX whom stated that the player was earning a salary during their time with them. The player additionally declared, *inter alia*, that he had been detected by the Respondent whilst playing for the Claimant in October 2016 and that, as his contract with the Claimant was expiring, an agent advised him to take up a registration with Club XXX for a few weeks in order to keep his level of fitness to a good standard.
9. In addition, should it be deemed that the player was an amateur with the former club, the Respondent argued that should any training compensation be due, it should only be due to Club XXX. In fact, the Respondent explained that as the player was registered as a professional for the first time with the Claimant, the new registration of the player as a professional should be considered as a subsequent registration in the sense of art. 3 par. 1 of Annexe 4 of the Regulations, and that therefore training compensation would only be due to the player’s former club.
10. Furthermore, the Respondent stated that should it be deemed that training compensation is due to the Claimant, the player had already completed his training period on 30 October 2014 at the latest, having by then played matches for the Claimant’s first team during the season 2012/2013 and 2013/2014, and having signed his first professional contract on 1 December 2014. What is more, the Claimant indicated that the player had also received call-ups to join the Senior National Team of Country B in November 2014 and March 2015. The Respondent provided press articles relating, *inter alia*, to the alleged call-ups. Therefore, the

Respondent argued that in this scenario, only EUR 117,545.45 should be due to the Claimant.

11. In its *replica*, the Claimant declared that when the player joined the Respondent, he joined the latter's reserve team and, making reference to Court of Arbitration for Sport (CAS) jurisprudence regarding the early completion of the training period, indicated that the player had not competed to a high enough level with consistency in Country B to be considered to have terminated his training period before the age of 21.
12. Then, making reference to the player's statement submitted by the Respondent, the Claimant questioned why the player did not directly register with the Respondent after the expiry of the contract with the Claimant if, as he declared, the Respondent was already in contact with him since October 2016. He further stated that such montage amounted to a bridge transfer in order to circumvent the Regulations and avoid paying training compensation to the Claimant. As such, the Claimant reiterated his request.
13. In its *duplica*, the Respondent indicated that upon his arrival, the player was offered a 3-year contract as a sign of the trust put in his abilities, and that the player was integrated to its first team for training. The Respondent however stated that the player arrived injured and in the middle of the winter, which made his adaptation to his new surroundings difficult.
14. Additionally, the Respondent insisted that it had acted in good faith, and there was no attempt to circumvent the Regulations nor any mandate given to an agent to do so. In this respect, the Respondent stated that if a circumvention would have been attempted, one would have made sure that the player was registered as a professional with Club XXX rather than as an amateur.
15. In any case, the Respondent reiterated all his previous arguments, namely that the player was a professional with Club XXX, and that if any training compensation is deemed to be due to the Claimant said amount shall be reduced in view of the fact that the player terminated his training period in October 2014.

## 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 Dispute Resolution Chamber (hereinafter also referred to *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 25 February 2019. 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 Single Judge referred to art. 3 of the Procedural Rules, which states that the Dispute Resolution Chamber (hereinafter: *the DRC*) 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 Single Judge 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 31 January 2017, the Single Judge analysed which regulations 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 the Regulations (editions 2016, January 2018, June 2018, June 2019 as well as October 2019), the 2016 edition of the said 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, the Single Judge entered into the substance of the matter. The Single Judge started by acknowledging the above-mentioned facts of the case as well as the documentation on file. However, the Single Judge emphasized 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. In particular, the Single Judge 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. In this regard, the Single Judge recalled that, in accordance with the player passports issued by the Football Federation of Country B, the player, born on 1 October 1997, was registered with the Claimant as (a) an amateur from 29 September 2011 until 1 January 2012; 1 December 2012 until 1 March 2013; 11 December 2013 until 30 November 2014, and (b) as a professional as from 1 December 2014 until 30 October 2016. Furthermore, the Single Judge took note that according to the information contained in the TMS, the player moved to another club affiliated to the Football Federation of Country B, Club XXX where he was registered as an amateur from 1 December 2016 until 30 January 2017, and from which he moved to the Respondent where he was registered as a professional.
6. In continuation, the Single Judge took note that the Claimant requested the payment of training compensation from the Respondent on the ground of the subsequent registration of the player as a professional with the Respondent before the end of the season of his 23<sup>rd</sup> birthday, based on the provisions foreseen in art. 3 par. 2 of the Regulations. In particular, the Single Judge took note that the

Claimant requested the amount of EUR 297,545.45 plus 5% interest p.a. as of “*the due date*”.

7. In this respect, the Single Judge observed that the Respondent dismissed the claim of the Claimant, based on its view that the player was a professional receiving a remuneration at his former club, Club XXX, and that in that sense his registration with the Respondent was a subsequent transfer of a professional, meaning that training compensation was only due to Club XXX. In addition, the Respondent alleged that should training compensation be awarded to the Claimant, the amount due should be reduced in view of the fact that the player had completed his training period upon signing his first professional contract with the Claimant on 1 December 2014.
8. Furthermore, and hereby referring to the rules applicable to training compensation, the Single Judge 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.
9. In continuation, the Single Judge 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. as (a) an amateur from 29 September 2011 until 1 January 2012; 1 December 2012 until 1 March 2013; 11 December 2013 until 30 November 2014, and (b) as a professional as from 1 December 2014 until 30 October 2016.
10. Likewise, the Single Judge duly noted that the player was then registered with the club of Country B Club XXX, between 1 December 2016 until 30 January 2017, from which he moved to be registered as a professional with the Respondent on 31 January 2017, *i.e.* before the end of the season of his 23<sup>rd</sup> birthday.
11. With regards to the status of the player with Club XXX, the Single Judge observed that the Respondent sustained that the player was a professional, as he was being remunerated during his 2-month stay prior to his registration with it. In fact, the Single Judge took note that a club official of Club XXX and the player confirmed that the player was receiving a remuneration.
12. The Single Judge also took note that the player explained that he only signed with Club XXX to keep his level of fitness up prior to his move to the Respondent. Additionally, the Single Judge paid particular attention to the contents of the player passports issued by the Football Federation of Country B which clearly indicate that the player was registered as an amateur with the former club. What is more, the Single Judge duly observed that the transfer agreement signed by the

Respondent and Club XXX unequivocally confirm that *“the player is duly registered with [the former club] since the season 2016/2017 and that he is currently bound by an ‘amateur player’ registration as defined within the Regulations on the Transfer and Status of Players of FIFA”*.

13. Consequently, the Single Judge had no other option but to determine that the player was indeed registered with Club XXX as an amateur in the sense of art. 2 par. 2 of the Regulations, and that such information was available to, known to and acknowledged by the Respondent at the time of registration of the player, despite arguing the contradictory in its response to the claim.
14. Then, recalling the provisions of art. 3 par. 2 of the Regulations, the Single Judge indicated that when a player reacquires amateur status, no compensation is payable by the club which registers him under such status. However, the Single Judge pointed out that should the player re-register as a professional within 30 months of being reinstated as an amateur, the club re-registering him as a professional shall pay training compensation in accordance with art. 20 of the Regulations.
15. Applying the aforementioned article to the facts of the case, the Single Judge observed that the player reacquired amateur status with Club XXX on 1 December 2016 and that he re-registered as a professional with the Respondent on 31 January 2017, that is to say approximately 2 months after having being reinstated as an amateur.
16. Recalling the constant jurisprudence of the DRC in that regard, the Single Judge concluded that the suspension of the Claimant’s entitlement to training compensation for the entire period in which it trained the player, both as an amateur and as a professional, that had been in force since his reinstatement as an amateur was effectively lifted upon the re-registration of the player as a professional.
17. In view of the above, the Single Judge concluded that the Respondent is liable to pay training compensation to the Claimant which the last club where the player had been registered as a professional prior to his re-registration as a professional with the Respondent, and that had contributed to his training in the sense of art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations.
18. Furthermore, the Single Judge wished to highlight that in such scenario, training compensation would, in principle, be due to the club with which the player was registered as an amateur, *i.e.* Club XXX, which was confirmed by the Respondent in its answer to the claim.
19. In this context, 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.
20. First, the Single Judge recalled that art. 1 par. 1 of Annexe 4 of the Regulations foresees the potential early termination of the training period of a player prior to the end of the season of the player's 21<sup>st</sup> birthday.
  21. Having considered the Respondent's position about the player's completion of his training period before his 21<sup>st</sup> birthday, the Single Judge concluded that the Respondent did not provide evidence within the meaning of art. 12 para. 3 of the Procedural Rules, according to which any party claiming a right on the basis of an alleged fact shall carry the burden of proof. The Single Judge remarked that the Respondent only relied upon the fact that the player signed his first professional contract with the Claimant on 1 December 2014 along with some press articles in order to arrive to the conclusion that his training period had been completed by then.
  22. In that regard, the Single Judge pointed out that in the absence of any supporting evidence, he was not in a position to determine whether or not the player had indeed already ended his training period when turning professional with the Claimant. As such, the Single Judge concluded that the player's training period had not been completed prior to the end of the season of his 21<sup>st</sup> birthday.
  23. 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.
  24. In continuation, the Single Judge recalled that the player was born on 1 October 1997 and was registered with the Claimant as (a) an amateur from 29 September 2011 until 1 January 2012; 1 December 2012 until 1 March 2013; 11 December 2013 until 30 November 2014, and (b) as a professional as from 1 December 2014 until 30 October 2016.
  25. In order to obtain homogeneous football seasons start and end dates that last 12 months, the Single Judge decided to consider that the relevant football seasons in Country B started on 1 December of one year and ended on 30 November of the following year.
  26. In view of the above, the Single Judge concluded that the effective period of time to be considered in the matter at stake corresponds to the following:
    - 2 months of the season of the player's 14<sup>th</sup> birthday;
    - 1 month of the season of the player's 15<sup>th</sup> birthday;
    - 3 months of the season of the player's 16<sup>th</sup> birthday;
    - The entire season of the player's 17<sup>th</sup> birthday;
    - The entire season of the player's 18<sup>th</sup> birthday; and



- The entire season of the player's 19<sup>th</sup> birthday.
27. Furthermore, the Single Judge recalled that, according to the information contained in the TMS, the player was registered with the Respondent on 31 January 2017.
  28. Equally, the Single Judge recalled that, according to the information contained in the TMS, the Respondent belonged to the category I at the moment of the player's registration with it (UEFA indicative amount of EUR 90,000 per year).
  29. Consequently, in light of the above-mentioned considerations, the Single Judge 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 294,999.
  30. 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 3 March 2017 until the date of effective payment.
  31. 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.
  32. In respect of the above, the Single Judge held that the amount to be taken into consideration in the present proceedings is EUR 297,545.45 related to the claim of the Claimant. Consequently, the Single Judge concluded that the maximum amount of costs of the proceedings corresponds to CHF 25,000 (cf. table in Annexe A of the Procedural Rules).
  33. As a result, the Single Judge determined the final costs of the current proceedings in the amount of CHF 17,000 that shall be split between the parties. In fact, the Single Judge decided to impose procedural costs of an amount of CHF 12,000 on the Respondent in view of the outcome of the case, and CHF 2,000 on the Claimant in view of its degree of success in the current proceedings. In this regard, the Single Judge acknowledged that the Claimant had already paid the amount of CHF 5,000 as advance of costs, therefore no further costs shall be charged upon said party.
  34. The Single Judge concluded his deliberations by rejecting any further claim of the Claimant.

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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 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 294,999 + 5% interest p.a. as from 3 March 2017 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. Any further claim lodged by the Claimant is rejected.
5. The final costs of the proceedings in the amount of CHF 17,000 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 2,000 has to be paid by the Claimant. As the Claimant already paid the amount of CHF 5,000 as advance of costs, the Claimant is exempted from paying the aforementioned amount.
  - 5.3. The above-mentioned amounts have to be paid to FIFA to the following bank account with reference to case nr. XXX XXXX/XXX:

UBS Zurich  
Account number 366.677.01U (FIFA Players' Status)  
Clearing number 230  
IBAN: CH27 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 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