

Decision

of the

FIFA Appeal Committee

Mr Thomas Bodstrom [SWE], Chairman;
Mr Victor Garza [MEX], member;
Mr Salman Al Ansari [QAT], member;
Ms Larissa Zakharova [RUS], member.

on 6 September 2019,

to discuss the case of:

Club Santos FC, Brazil

(Decision 190046 APC)

regarding:

Appeal lodged by the club Santos FC against the decision passed by the FIFA Disciplinary Committee on 27 March 2019

I. Inferred from the file

1. On 20 January 2016, the club Santos (hereinafter also referred to as “the Club” or “the Appellant”) entered into a transfer agreement with the club Tianjin Quanjian FC (hereinafter “Tianjin”) to release the player Geuvanio Santos Silva (hereinafter “the Player”). This transfer agreement contained amongst other the following clause (art. IV.5):

“The ACCEPTING CLUB undertakes to grant the TRANSFERRING CLUB the exclusivity in case of return of the PLAYER to Brazil during the term of his employment contract with the ACCEPTING CLUB. This means that no other Brazilian club may engage the player permanently or on loan basis during the PLAYER’s employment agreement with the ACCEPTING CLUB”.

2. Following an investigation conducted by FIFA’s TMS Compliance Department, disciplinary proceedings were opened against the Appellant on 11 February 2019 for a possible violation of art. 18bis of the Regulations on the Status and Transfer of Players [Ed. 2015] (hereinafter, “the RSTP” or “the Regulations”) and art. 4 par. 2 of Annexe 3 of the RSTP.
3. On 27 March 2019, the Disciplinary Committee passed a decision (hereinafter, “the Appealed Decision”) against the Appellant. In particular, the Disciplinary Committee decided as follows:

1. *The club Santos FC is declared liable for the violation of article 18bis par. 1 of the Regulations on the Status and Transfer of Players [ed. 2015] (RSTP) for entering into a contract which enables it to acquire the ability to influence the counter club’s independence in employment and transfer-related matters in relation to the transfer of the player Geuvanio Santos Silva.*
2. *The club Santos FC is also declared liable for the violation of article 4 par. 2 of Annexe 3 of the Regulations on the Status and Transfer of Players [ed. 2015] as a result of failing to provide correct information in TMS in relation to the transfer of the player Geuvanio Santos Silva (TMS instruction no. 135642).*
3. *The club Santos FC is ordered to pay a fine in the amount of CHF 55,000. The fine is to be paid within 30 days of notification of this decision. Payment can be made either in Swiss francs (CHF) to the account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to the account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case no. 190046 aja.*

4. *In application of articles 10 a) and 13 of the FIFA Disciplinary Code, the club Santos FC is warned on its future conduct. The club Santos FC is ordered to undertake all appropriate measures in order to guarantee that the FIFA regulations, in particular the RSTP and the provisions related to third-party influence, are strictly complied with. Should such infringements occur again in the future, the FIFA Disciplinary Committee may impose harsher sanctions on the club Santos FC.*
 5. *The costs and expenses of these proceedings amounting to CHF 3,000 shall be borne by the club Santos FC and be paid according to the modalities stipulated under 3. above.*
4. The terms of the Appealed Decision were notified to the Appellant on 28 March 2019. Upon request of the Appellant, the grounds of the Appealed Decision were notified on 24 June 2019.
 5. On 27 June 2019, the Appellant informed the Secretariat to the FIFA Appeal Committee (hereinafter, "*the Secretariat*") about its intention to appeal the aforementioned decision and asked for an extension of 20 days to present the reasons for the appeal.
 6. On 4 July 2019, the Secretariat informed the Appellant that "*an extension of the deadline (...) is granted until 15 July 2019 at the latest*".
 7. On 15 July 2019, the Appellant submitted its reasons for the appeal and provided a copy of the proof of payment of the appeal fee.
 8. The position of the Appellant is summarized hereinafter. However and for the sake of clarity, this summary does not purport to include every single contention put forth by the Appellant. Nevertheless, the FIFA Appeal Committee (hereinafter, "*the Committee*") has thoroughly considered in its discussion and deliberations any and all evidence and arguments submitted, even if no specific or detailed reference has been made to these arguments in the following outline of their positions and in their ensuing discussion on the merits:
 - i. On 20 January 2016, the Appellant and Tianjin signed the transfer agreement whereby a "right of first refusal" was agreed besides the payment of the transfer fee, the exclusive right to reacquire the federative rights on loan or definitively in the event that Tianjin would negotiate with another Brazilian club during the term of the Player's contract. The right of first refusal was restricted to Brazilian football clubs;
 - ii. The parties agreed that in the event of early termination of the Player's labour agreement, the Appellant would be granted the right of first refusal and if such was not respected, Tianjin would have to pay EUR 500.000;
 - iii. On 21 June 2017, Tianjin reached an agreement with the Brazilian club Flamengo for a loan transfer, without prior notice to the Appellant and thereby

- disrespecting the right of first refusal, incurring thereby a contractual breach causing liability to Tianjin to pay the contractual penalty;
- iv. After sending formal notices to Tianjin, the Appellant requested the immediate payment of the contractual penalty. The parties engaged in negotiations which resulted in a Settlement Agreement;
 - v. The Player was transferred to Flamengo and played there until 31 December 2018. This fact attests that the contractual provision is not a violation of art. 18bis of the RSTP. The Appellant was rightfully indemnified by Tianjin for non-compliance with the right of first refusal;
 - vi. Clause IV.5 of the transfer agreement does not constitute a breach of art. 18bis of the RSTP. Such clause did not influence employment or transfer-related matters. The Player was never prevented from playing for another Brazilian club. The clause only grants a preference to the Appellant;
 - vii. In consequence, the Appellant could not be obligated to instruct TMS differently. The information was presented accordingly to the Transfer Agreement celebrated between the Appellant and Tianjin and does not represent a breach of art. 4 par. 2 of the Annexe 3 of the RSTP;
 - viii. The Disciplinary Committee made a wrong application of art. 18bis of the RSTP as such clause only grants the Appellant a preference to engage him first, however, it never prevented the Player from playing for other Brazilian clubs;
 - ix. The clause, which is a standard clause, did not create an influence of the Appellant in the employment relation of the Player nor affected the independence of Tianjin or the Player;
 - x. If the clause was violating art. 18bis of the RSTP then the Player could not have been transferred to another Brazilian club. However, the Player was transferred to Flamengo on 21 June 2017. Therefore, the clause was never an impediment for the Player or for Tianjin;
 - xi. The Appellant always acted in good faith;
 - xii. Consequently, the decision passed by the FIFA Disciplinary Committee shall be overturned and the fine revoked;
 - xiii. *Ad cautelam*, if the Appeal Committee totally or partially maintains the declaration of liability, the Appellant requests the conversion of the fine to a warning or reprimand and in the worst case a fine at the minimum amount provided by article 15 of the FIFA Disciplinary Code (ed. 2017). The Appellant considers the fine that was imposed to be disproportionate and excessive.
9. On 22 August 2019, the Secretariat acknowledged receipt of the two abovementioned correspondences and confirmed that the payment of the appeal fee had been duly received by FIFA.

II. and considered

A. PROCEDURAL ASPECTS

1. First of all, the Committee will establish whether the appeal is admissible and whether it is competent to assess the matter as well as which law is applicable. Then it will proceed to analyse the merits of the case.

a) COMPETENCE OF THE FIFA APPEAL COMMITTEE AND ADMISSIBILITY OF THE APPEAL

2. Primarily, the Committee recalls that the procedural aspects of the matter at stake are governed by the 2017 edition of the FIFA Disciplinary Code (hereinafter, “the 2017 FDC”), in particular considering that the present appeal was lodged while the 2017 FDC was applicable and before the entry into force of the 2019 edition of the FDC.
3. In this context, the Committee underlines that the sanction imposed by the Disciplinary Committee through the Appealed Decision is CHF 55,000. As such, the Committee pointed out that, in accordance with art. 79 in conjunction with art. 118 of the 2017 FDC, it is competent to hear the appeal presented by the Appellant against the decision rendered by the Disciplinary Committee on 27 March 2019.
4. This having been established, the Committee acknowledges that:
 - i. the grounds of the decision were notified on 24 June 2019,
 - ii. the Appellant communicated its intention to appeal on 27 June 2019,
 - iii. the Appellant was granted an extension of the deadline to submit its reasons for the appeal until 15 July 2019 and submitted them on said date,
 - iv. the appeal fee of CHF 3,000 was paid on 4 July 2019.
5. In view of this, the Committee holds, on the one hand, that the time limits established under art. 120 pars. 1 and 2 of the 2017 FDC in order for an appeal to be admissible have been met in the case at hand, and, on the other hand that the appeal fee was duly paid in accordance with art. 123 of the 2017 FDC.
6. Against such background, the Committee declares the Appeal admissible.

b) APPLICABLE LAW

7. In continuation, the Committee deems that it has to determine which edition of the RSTP applies to the substance of the matter at stake.
8. In these circumstances, the Committee notes from the Appealed Decision that the Appellant was sanctioned for entering into a transfer agreement on 20 January 2016, which enabled it to acquire the ability to influence the counter club’s independence and policies in transfer-related matters.
9. Consequently, the Committee considers that the present matter should be analysed in light of the 2015 edition of the RSTP.
10. This being established, the Committee will subsequently analyse the merits of the present case.

B. MERITS

11. In this context, the present proceedings are related to a decision rendered by the Disciplinary Committee by means of which the Appellant has been sanctioned for entering into an agreement which enables it to acquire the ability to influence the counter club's independence and policies in transfer-related matters, and for not declaring that influence in the relevant transfer instruction in TMS (TMS ref. 135642) entered by Santos FC to release the Player to Tianjin.
12. In this sense, the Committee notes that the Appellant challenges the decision passed by the Disciplinary Committee and claims that the clause which the Disciplinary Committee found to be in breach of art. 18bis of the RSTP only grants a "right of first refusal" which does not breach any provision of the RSTP.
13. The Committee considers that in order to decide on this appeal, there are four questions that have to be answered:
 - a) What is the prohibition foreseen in art. 18bis of the RSTP?
 - b) Does the transfer agreement contain clauses contrary to art. 18bis of the RSTP?
 - c) Did the Appellant fail to enter correct information in TMS and breach art. 4 par. 3 of Annexe 3 of the RSTP?
 - d) If so, are the sanctions imposed by the Disciplinary Committee proportionate?

a) What is the prohibition foreseen in art. 18bis of the RSTP?

14. First and foremost, the Committee refers to the allegations made by the Appellant that the Disciplinary Committee made a wrong application of art. 18bis of the RSTP as the clause at stake only granted the Appellant a preference to engage the Player first, however, it never prevented the Player from playing for other Brazilian clubs.
15. In this sense, the Committee wishes to stress that a correct interpretation of the FIFA regulations in general, and of art. 18bis of the RSTP in particular, must show their true meaning. This is possible only through the analysis of the purpose sought, of the interest protected as well as of the legislator's intent¹.
16. In this respect, the Committee would like to recall the content of art. 18bis par. 1 of the RSTP [2015 edition], which establishes that:

"No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams."

¹ CAS 2008/A/1673; CAS 2009/A/1810; CAS 2009/A/1811; CAS 2017/A/5173

17. In this context, the Committee would like to point out that according to the wording of art. 18bis of the RSTP – “*No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence [...]*” –. There is an active stance: clubs are prohibited from being able to actively influence other clubs in employment and transfer-related matters. In this sense, the Committee emphasises that this provision is addressed to both clubs, *i.e.* the influencing club and the influenced club. As far as the influencing clubs are concerned – as is the case of the Appellant –, the Committee stresses that they are undoubtedly responsible to ensure that they do not exercise any kind of influence on the counter club.
18. In other words, this prohibition aims at avoiding that a club concludes any type of contract by means of which it is in a position to influence another club’s independence in employment and transfer-related matters, its policies or the performance of its teams. In particular, there should be no influence on the other club’s ability to independently determine the conditions and policies concerning purely sporting issues such as the composition and performance of its teams. This provision applies to the influencing club as well as to the influenced club (*vice versa*).
19. Secondly, the Committee refers to the jurisprudence of the Court of Arbitration for Sport (CAS), which has shed some light on the notion of “influence”². In this regard, CAS ruled that the prohibition foreseen in art. 18bis of the RSTP applies whenever a club or third party is granted the real ability to effect on, determine or impact the behaviour or conduct of the concerned club in relation to employment and transfer-related matters in such a way as to restrict the club’s independence or autonomy in such matters.
20. Consequently, the Committee considers that a club will be in breach of art. 18bis of the RSTP every time it enters into an agreement that enables it to have a real ability to determine or impact the behaviour or conduct of another club in employment and transfer-related matters or the performance of its team, and therefore is in a position to influence the club’s independence and policies in these matters. Furthermore, the Committee emphasises that the mere fact that such a clause is included in an agreement is an infringement *per se* and it is therefore irrelevant whether any influence has actually been exercised or not.
21. In light of the above, the Committee observes that the Appealed Decision clearly set out the background and *rationale* of art. 18bis of the RSTP in order to enable the Appellant to understand the intention of the legislator and the interest that this provision intends to protect. Moreover, the Committee notes that the Appealed Decision also specified the regulatory content and the scope of application of art. 18bis of the RSTP.

² CAS 2017/A/5463

22. As a result, the Committee is fully satisfied with the Disciplinary Committee's analysis of art. 18bis of the RSTP and therefore considers that the said Committee has correctly interpreted this provision.

b) Does the transfer agreement contain clauses contrary to art. 18bis of the RSTP?

23. As a preliminary remark, the Committee highlights that it is undisputed that the Appellant entered into a transfer agreement with Tianjin in order to release the player Geuvanio Santos Silva. It is equally undisputed that the transfer agreement contains the clause IV.5 which indicates, amongst others, that *"The ACCEPTING CLUB undertakes to grant the [Appellant] the exclusivity in case of return of the PLAYER to Brazil during the term of his employment contract with the ACCEPTING CLUB. This means that no other Brazilian club may engage the player permanently or on loan basis during the PLAYER's employment agreement with the ACCEPTING CLUB"*.

24. In this respect, the Disciplinary Committee considered that said clause was contrary to art. 18bis of the RSTP since it entitled the Appellant to influence Tianjin.

25. In particular, the Disciplinary Committee pointed out that *"even though, according to the agreement, the preference only applied amongst Brazilian clubs, such clause still enables [the Appellant] to influence Tianjin's independence"*. In this regard, the Disciplinary Committee was unanimously convinced that a fully independent club would not be subject to such an obligation, which directly impacts the transfer-related matters, the independence, the policy, and in general, its functioning as a football club.

26. With these elements in mind, the Committee acknowledges that the Appellant contests the aforementioned conclusion of the Disciplinary Committee and considers that clause IV.5 does not breach art. 18bis of the RSTP as it only grants the Appellant a right of first refusal. In addition, the Appellant argues that the clause did not stop Tianjin from selling the Player to another club in Brazil.

27. In reply thereto, the Committee notes that the Disciplinary Committee already addressed these points in the Appealed Decision and considered that *"the mere fact that [the Appellant] entered into an agreement that granted the possibility of influencing Tianjin's independence and policies in transfer-related matters was sufficient to infringe art. 18bis of the Regulation, without taking into consideration if in the end Tianjin complied with the agreement or not."*

28. In light of the foregoing, the Committee would like to confirm that it is irrelevant if any influence was actually carried out or not as the mere fact of contractually agreeing upon a clause that entitles a third party to influence the club's independence and policies in employment or transfer-related matters represents an infraction *per se*.

29. Furthermore, the Committee acknowledges that the Appellant argues that the clause only grants a “right of first refusal” to the Appellant.
30. In this respect, the Committee notes that the Appellant seems to claim that it is a buy-back clause which generally implies a “first choice” right and does not violate art. 18bis of the RSTP.
31. Against such background, the Committee wishes to underline that clause IV.5 is connected to clause V.3 which states *“If any of the parties attempt any legal action or administrative proceeding aiming at circumventing the provisions agreed under this transfer agreement, hence disrespecting the pacta sunt servanda, the innocent party(ies) shall be entitled to claim a penalty fee in the amount of 500,000 EUR from the party in breach of the contractual good faith”*.
32. Therefore, the Committee deems that Tianjin is not entirely free to transfer the Player to any Brazilian club of its choice without paying a penalty fee. As a matter of fact, the transfer agreement clearly limits the possibility for a subsequent transfer of the Player to Brazil: should Tianjin decide to proceed with such a transfer without the Appellant’s consent, it would be required to pay a penalty fee of EUR 500,000. In this respect, the Committee even acknowledges that the Appellant already claimed the payment of such penalty fee from Tianjin for having breached clause IV.5 of the agreement by transferring the Player to the Brazilian club Flamengo.
33. The fact that Tianjin has to seek the Appellant’s consent when receiving an offer from a club in Brazil and that it has to pay a penalty fee if it transfers the Player to another Brazilian club, clearly shows that the clause at stake can by no means be considered as being a “simple” buy-back clause: the Committee is convinced that due to the existence of said clause Tianjin cannot decide independently in transfer-related matters. For instance, if Tianjin had received an offer for EUR 1,000,000 from a Brazilian club for the transfer of the Player and an offer for only EUR 700,000 from a non-Brazilian club, Tianjin would have been more inclined to accept the offer from the non-Brazilian club due to the clause at stake and the penalty fee connected to it even though the offer from the Brazilian club was higher.
34. Consequently, the Committee confirms that clause IV.5 of the transfer agreement contravenes art. 18bis of the RSTP since it is evident that it does not only impact Tianjin’s conduct but it also determines the behaviour it has to adopt when facing a transfer offer from a Brazilian club.
35. Having established that clause IV.5 of the transfer agreements breaches art. 18bis of the RSTP, the Committee will subsequently analyse if the Appellant failed to enter correct information in TMS.

c) Did the Appellant fail to enter correct information in TMS and breached art. 4 par. 2 of Annexe 3 of the RSTP?

36. The Committee notes that the Disciplinary Committee found the Appellant in breach of art. 4 par. 2 of Annexe 3 of the RSTP since it falsely declared that there was no third-party influence in the scope of the transfer of the Player.
37. In this context, the Committee first stresses that the objective of TMS is to improve the credibility and transparency of the entire transfer system.
38. In this regard, it is essential that clubs are aware of their responsibility and the importance of inserting correct information supported by the relevant documents in a responsible manner and at regular intervals in TMS.
39. In line with the above, clubs have the obligation to declare in TMS whether they have entered into any agreement enabling a third party to acquire the ability to influence the club's independence in employment and transfer-related matters.
40. In this regard, even though the Appellant uploaded the relevant agreement in TMS, it was a mandatory obligation to declare the third-party influence, even more taking into consideration that the said agreement – as has been demonstrated - breaches the provision of art. 18bis of the Regulations. Therefore, by falsely declaring in TMS that there was no third-party influence and that no third parties received money in relation to the transfer, the Appellant failed to disclose full and correct information in TMS and breached art. 4 par. 2 of Annexe 3 of the RSTP
41. In light of all the foregoing, the Committee totally adheres to the Disciplinary Committee's conclusions with respect to the violation by the Appellant of art. 4 par. 2 of Annexe 3 of the RSTP.

d) If so, are the sanctions imposed by the FIFA Disciplinary Committee proportionate?

42. Having established that the Appellant breached art. 18bis of the RSTP, the Committee subsequently notes that the Appellant considered that the sanctions imposed by the Disciplinary Committee were disproportionate and that the Disciplinary Committee failed to take into consideration mitigating circumstances such as the fact that it has always collaborated and complied with all requests from FIFA.
43. In this respect, the Committee notes that the Appellant was sanctioned with a fine of CHF 55,000. Additionally, the Appellant was warned as to its future conduct and has to bear the costs and expenses of the disciplinary proceedings amounting to CHF 3,000.
44. In this respect, the Committee recalls the jurisprudence of CAS according to which a decision-making body fixing the level of pecuniary sanctions should, amongst others,

take into consideration the following elements: (a) the nature of the offence; (b) the seriousness of the loss or damage caused; (c) the level of culpability; (d) the offender's previous and subsequent conduct in terms of rectifying and/or preventing similar situations; (f) the applicable case law and (g) other relevant circumstances³.

45. In light of the foregoing, the Committee observes that the Appellant infringed art. 18bis of the RSTP, a provision aiming at protecting the clubs' freedom and independence in relation to recruitment and transfer-related matters as well as to ensure that the integrity of the game of football and its most essential values were safeguarded. In other words, this provision intends to protect one of the FIFA objectives which is to *"to promote integrity, ethics and fair play with a view to preventing all methods and practices, such as corruption, doping or match manipulation, which might jeopardise the integrity of matches, competitions, Players, Officials and members or give rise to abuse of Association Football"*⁴.
46. In this regard, the Committee wishes to endorse the developments of the Appealed Decision in the sense that any possible situation where a third-party acquired a possibility to directly influence a club in its employment and transfer-related matters should not be tolerated and is absolutely forbidden. In particular, the Committee reiterates that clubs are responsible to assure that the RSTP are duly respected and to ensure that no third-party acquires a possibility to directly influence them in such areas.
47. In this sense, the Committee notes that since the Appellant committed multiple violations of the Regulations, the Disciplinary Committee based the sanction on the most serious offence, namely the breach of art. 18bis of the RSTP. In this regard, the Disciplinary Committee recalled the logic behind the application of art. 18bis and the seriousness of an infringement of this provision and therefore imposed a fine amounting to CHF 50,000.
48. However, the Disciplinary Committee decided to increase this fine by a further fine of CHF 5,000 for the violation of art. 4 par. 2 of Annexe 3 of the RSTP in accordance with art. 41 of the FDC. In particular, the Disciplinary Committee considered that the failure to upload correct information into TMS regarding the transfer of the player are also serious breaches of the Regulations, jeopardizing the transparency of international transfers and hindering the possibility of the football authorities to have a more effective monitoring of international transfers.
49. Consequently, the Appeal Committee considered that the Disciplinary Committee took into consideration the facts and circumstances of the case and correctly applied the principle of proportionality when deciding on the sanctions to be imposed.
50. In view of all the circumstances pertaining to the present matter, the Committee deems that the imposition of a fine of CHF 55,000 and a warning on the Appellant are appropriate and congruent sanctions.

³ CAS 2014/A/3813.

⁴ Cf. art. 2 lit g) of the FIFA Statutes.

51. As a result, the Committee is of the opinion that the fine imposed is not oppressive and wishes to highlight that the purpose of such a fine is to be a deterrent sanction to avoid conducts like the one of the Appellant in the present case.

C. CONCLUSION

52. Bearing in mind the foregoing, the Committee concludes that the decision taken by the FIFA Disciplinary Committee on 27 March 2019 is to be confirmed in its entirety, namely the fine amounting to CHF 55,000, the warning and the costs of the proceedings to the amount of CHF 3,000.

D. COSTS

53. The Committee decides based on art. 105 par. 1 of the 2017 FDC that the costs and expenses of these proceedings amounting to CHF 3,000 shall be borne by the Appellant.

54. In this sense, the Committee notes that the Appellant has already paid the appeal fee of CHF 3,000 and decides that the aforementioned costs and expenses of the proceedings are set off against this amount.

III. has therefore decided

1. The FIFA Appeal Committee found the club Santos FC responsible for the infringement of the relevant provisions of the Regulations on the Status and Transfer of Players related to third-party influence on clubs (art. 18bis) and to the obligations of clubs with respect to the TMS (art. 4 par. 2 of Annexe 3).
2. The appeal lodged by the club Santos FC is rejected and the decision of the FIFA Disciplinary Committee rendered on 27 March 2019 is confirmed in its entirety.
3. The costs and expenses of these proceedings in the amount of CHF 3,000 are to be borne by the club Santos FC. This amount is set off against the appeal fee of CHF 3,000 already paid by the club Santos FC.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Thomas Bodstrom
Chairman of the FIFA Appeal Committee

LEGAL ACTION

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. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

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

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