

**Decision of the
Single Judge of the Players' Status Committee**

passed by way of circulars, on 2 July 2020,

regarding a contractual dispute concerning the player Joaquin Hector VARELA

BY:

José Luis Andrade (Portugal), Single Judge of the PSC

CLAIMANT:

FC GIRONDINS DE BORDEAUX, France

Represented by Mr. Matthieu Barandas

RESPONDENT:

CA NEWELL'S OLD BOYS, Argentina

I. FACTS OF THE CASE

1. On 16 December 2013, the French club, FC Girondins de Bordeaux (hereinafter: *FCGB* or *the Claimant*), the Argentinian club, CA Newell's Old Boys (hereinafter: *NOB* or *the Respondent*), and the Argentinian club, Escuela de Fútbol "Proyecto Crecer" (hereinafter: *Crecer*) concluded an agreement valid as from its date of signature until 1 December 2016 (hereinafter: *the first contract*).
2. According to the first contract, FCGB, NOB and Crecer *inter alia* agreed on a system of player selection, outlining the obligations of each party and their financial gains from such selection.
3. The Single Judge of the Players' Status Committee, for the sake of accuracy, decided to quote the relevant contractual clauses in their original wording and language (i.e. *verbatim*).
4. In this respect, clauses 6.1, 6.2 and 6.7 of the first contract respectively read as follows:

"CLAUSULA SEXTA: 6.1. En caso de que PROYECTO CRECER y/o FGGB decidieran que uno o más Jugadores continúen su carrera deportiva en NOB, luego de haberlo informado por escrito y en caso de que este, luego de obtener un acuerdo por escrito por parte de PROYECTO CRECER y/o FCGB, ceda los Derechos Federativos de uno o más Jugadores aportados por PROYECTO CRECER a cualquier otra institución deportiva que no sea el FCGB, NOB se obliga a reconocer a PROYECTO CREGER y al FCGB un determinado porcentaje sobre el producido neto que arroje una futura cesión de los Derechos Federativos de él o de los jugadores en cuestión."

"6.2. En el caso de lo estipulado en el inciso anterior, los porcentajes serán los siguientes:
I. Si el Jugador por el cual se ceden los Derechos Federativos fue cedido por PROYECTO CRECER a NOB a la edad de entre 15 (quince) y 16 (dieciséis) años inclusive, el 70% (setenta por ciento) del producido neto como consecuencia de una futura transferencia de los Derechos Federativos será para NOB y el 30% (treinta por ciento) restante será para el PROYECTO CRECER y el FCGB.
II. Si el Jugador por el cual se ceden los Derechos Federativos fue cedido por PROYECTO CRECER a NOB a la edad de entre 17 (diecisiete) y 18 (dieciocho) años de edad inclusive, el 60% (sesenta por ciento) del producto neto como consecuencia de una futura transferencia de los Derechos Federativos será para NOB y el 40 % (cuarenta por ciento) restante será para el PROYECTO CRECER y el FCGB."

"6.7. Previamente a la cesión de los Derechos Federativos de un Jugador que haya formado parte de PROYECTO, NOB deberá obtener un acuerdo por escrito por parte de PROYECTO CRECER y el FCGB sobre el monto de la transferencia y abandonar así el derecho de preferencia que les asiste. Para la correcta ejecución de este inciso, PROYECTO CRECER y/o FCGB deben recibir todo documento que tenga directa o indirectamente relación con la cesión de los Derechos Federativos del Jugador en cuestión."

5. Clause 9 of the first contract reads as follows:

“CLAUSULA NOVENA: En todos los casos se deberá realizar un convenio particular por cada jugador, donde se acordarán las circunstancias particulares de cada cesión y en el cual deberá constar el consentimiento de las personas responsables de la tutela del menor”.

6. Additionally, clause 11.1 and 11.2 of the first contract respectively read as follows:

“11.1. En caso de los Jugadores que continúen su carrera deportiva en NOB con el acuerdo de PROYECTO CRECER y/o FCGB, NOB, al formalizar un primer contrato profesional con el jugador cedido por PROYECTO CRECER, NOB deberá abonar a PROYECTO CRECER en concepto de anticipo por una futura y/o eventual transferencia de los Derechos Federativos del mismo, una suma igual a 3 (tres) meses de sueldo que deba percibir el Jugador conforme el CCT correspondiente. En el caso de una futura transferencia de los Derechos Federativos dicha suma percibida se descontará del porcentual que se establezca en cada caso en particular según la cláusula SEXTA del presente”.

“11.2. NOB tiene prohibido acordar un contrato profesional con el o los Jugadores cedidos por PROYECTO CRECER, sin el acuerdo expreso y par un modo fehaciente por parte de este último y del FCGB. El no cumplimiento de esta cláusula, dará derecho a PROYECTO CRECER y al FGGB a optar por la rescisión unilateral del presente convenio y dará lugar de manera inmediata a solicitar el cumplimiento de la cláusula penal y a demandar las indemnizaciones correspondientes por incumplimiento, sin necesidad de interpelación judicial ni extrajudicial alguna”.

7. On 14 March 2014, the Claimant, the Respondent and Crecer concluded an additional agreement (hereinafter: *the second contract*) on the basis of the first contract and in order to regulate the transfer of the player Joaquin Hector Varela (hereinafter: *the player*) to the Respondent.
8. Clauses 2.1, 2.4, 2.5, and 2.5 of the second contract respectively established the following:

“2.1. En caso de que EL JUGADOR no haya sido seleccionado por FCGB y/o PROYECTO CRECER para continuar su carrera en FCGB (Clausulas 6.1 y 6.2 del Convenio General), continuando este último su carrera deportiva en [NOB], y este último cediese en forma definitiva los Derechos Federativos de EL JUGADOR a cualquier otra institución deportiva del país o del extranjero, [NOB] se obliga a reconocer y abonar a FCGB y/o PROYECTO CRECER, el treinta por ciento (30%) del producido económico neto de dicha cesión”.

“2.4. La cesión o transferencia sobre los Derechos Federativos de EL JUGADOR será dispuesta por [NOB], quién tendrá la obligación de informar a FCGB y PROYECTO CRECER en forma fehaciente y con carácter previo, la oferta recibida de otra entidad deportiva.”

“2.5. [NOB], en cumplimiento de la cláusula 6.7 del Convenio General deberá obtener un acuerdo por escrito por parte del FCGB y PROYECTO CRECER para llevar a cabo la cesión de los Derechos Federativos de EL JUGADOR.”

“2.7. Ninguna de las Partes podrá ceder en forma parcial ni total, porcentaje alguno sobre los beneficios económicos derivados de una cesión definitiva o temporal de los Derechos Federativos de EL JUGADOR, si la previa y expresa conformidad de la otra parte.”

9. On 1 August 2018, the Respondent transferred the player to the Argentinean club, CD Godoy Cruz Antonio Tomba (hereinafter: *Godoy Cruz*) for the amount of USD 600,000 for 60% of the economic rights of the player (hereinafter: *the transfer agreement*). According to the transfer agreement, the Respondent was additionally entitled to receive 40% of any amount that Godoy Cruz might receive from a third club in case of a future transfer of the player.
10. In addition, under the transfer agreement, Godoy Cruz retained the option to buy the remaining 40% of the economic right of the player by paying the sum of USD 1,400,000 to the Respondent.
11. Finally, the transfer agreement specified the following:

“SEXTA: La parte que reciba una oferta de terceros por la adquisición de la totalidad (100%) de los derechos sobre el pase de EL JUGADOR, superior a la suma de DÓLARES ESTADUNIDENSES TRES MILLIONES QUINIENTOS MIL con 00/100 (US\$ 3.500.000,00) netos sin deducción alguna de gasto, impuesto, arancel, tasa, aporte, sellado, cuota, comisión o cualquier otro gasto vinculado a la presente transferencia; la deberá poner en conocimiento fehaciente de la otra parte a fin de disponer la venta de esos derechos de común acuerdo.

En este caso corresponderá del monto establecido en el párrafo anterior la suma de

- *DOLARES ESTADOUNIDENSES DOS MILLIONES CIEN MIL CON 00/100 (US\$ 2.100.000,00) para GODOY CRUZ.*
- *DOLARES ESTADOUNIDENSES UN MILLIÓN CUATROCIENTOS MIL con 00/100 (US\$ 1.400.000,00) para [NOB] (...).”*

“Séptima: Compensación por uso del Jugador. En caso que EL JUGADOR no hubiera sido transferido al 1ro de julio de 2020, las partes acuerdan que GODOY CRUZ deberá abonar a [NOB] una suma adicional de Dólares Estadounidenses Cuarenta Mil con 00/100 (US\$ 40.000,00) netos anuales, netos, o el equivalente en Pesos al tipo de cambio vendedor de Banco de la Nación Argentina a la fecha de pago efectivo. Dicha suma deberá ser abonada en un pago con vencimiento el 30 de junio de cada año. Dicho cano locativo será vigente desde el 01/07/2020 hasta el vencimiento del contrato federativo que GODOY CRUZ suscriba con el JUGADOR y/o de sus renovaciones. La presente cláusula no opera y pierde validez jurídica al momento de efectuar GODOY CRUZ la opción de compra en cualquiera de sus variables”.

12. On 8 August 2018 and 16 October 2018, Crecer respectively sent two notices to the Respondent by means of which *inter alia* it requested the payment of 30% corresponding to the transfer of the player to Godoy Cruz.
13. On 1 November 2018, the Respondent sent a letter to Crecer by means of which it rejected the contents of the Crecer's previous letters on the grounds *inter alia* that the first contract would have expired.

14. On 8 February 2019, the Claimant sent a letter to the Respondent *inter alia* requesting information on the transfer of the player to Godoy Cruz. Such correspondence was allegedly not responded.

II. PROCEEDINGS BEFORE FIFA

15. On 27 March 2019, the Claimant and Crecer filed a joint claim against the Respondent before FIFA.
16. On 24 July 2019, the FIFA Administration informed the Claimant and Crecer *inter alia* that as a general rule FIFA decision-making bodies do not deal with joint petitions and that only claims lodged separately could be submitted. In this respect, FIFA granted the Claimant a deadline until 13 August 2019 to file its claim should it wish to do so.
17. On 13 August 2019, the Claimant filed the claim at hand against the Respondent. A brief summary of the parties' positions is detailed in continuation.

A. Claim of FCGB

18. The Claimant lodged a claim against the Respondent in front of FIFA and requested from the latter the payment USD 225,000, plus interest of 5% p.a. as of 8 August 2018.
19. The Claimant submitted that the Respondent breached art. 11.2. of the first contract by signing an employment contract with the player without its authorisation or the authorisation of Crecer. Furthermore, the Claimant argued that the Respondent failed to proceed with the payment established in art. 11.1. of the first agreement.
20. In addition, the Claimant also argued that the Respondent breached clauses 2.4 and 2.5 of the second contract, and 6.7 of the first contract. In this respect, the Claimant clarified that the Respondent had refused to make any payment arguing that the first contract had expired and that therefore the second contract was to be considered null and void. From the Claimant's point of view, the duration of the first contract has no influence whatsoever on the validity of the second contract concluded between the parties for the player.
21. The Claimant further alleged that in accordance with the Argentinian civil code the consequences resulting from the contractual relationship between the parties were valid and binding also after the expiry of the agreements.
22. In continuation, the Claimant argued that, in line with art. 6 of the first contract, the amount payable by the Respondent in connection with the transfer of the player to Godoy Cruz was of USD 225,000, i.e. 30% of USD 750,000.

23. Finally, the Claimant pointed out that should the Respondent have received a higher amount from Godoy Cruz, this would have to be taken into account when calculating the sum payable by the latter.
24. Lastly, the Claimant requested FIFA to impose sanctions on the Respondent in line with art. 12bis of the FIFA Regulations on the Status and Transfer of Players.

B. No reply by NOB

25. The Respondent failed to reply to the claim of the Claimant in due course. In this respect, by correspondence dated 30 January 2020, FIFA invited the Respondent to file its position by no later than 19 February 2020. No correspondence was received by FIFA from NOB by such date. Further considerations of the Single Judge of the Players' Status Committee in this respect are found in the relevant section below.
26. Notwithstanding the above, as requested by FIFA in a further correspondence addressed to NOB, the latter informed that it had received USD 600,000 from Godoy Cruz for the transfer of the player in the equivalent local currency of ARS 17,220,000.

III. CONSIDERATIONS OF THE PLAYERS' STATUS COMMITTEE

A. Competence and applicable legal framework

27. First of all, the Single Judge of the Players' Status Committee (hereinafter: *the Single Judge*) analysed whether he was competent to deal with the present matter. In this respect, he took note that the present matter was submitted to FIFA on 27 March 2019. Taking into account the wording of art. 21 of the June 2020 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
28. Subsequently, the Single Judge referred to art. 3 of the Procedural Rules and confirmed that in accordance with art. 23 par. 1 and 3 in combination with art. 22 lit. f) of the June 2020 edition of the Regulations on the Status and Transfer of Players, he is competent to deal with the matter at stake which concerns a contractual dispute of an international dimension between a French club and an Argentinian club.
29. 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 to art. 26 par. 1 and 2 of the June 2020 edition of the Regulations on the Status and Transfer of Players and considering that the present claim was lodged with FIFA on 27 March 2019, the June 2018 edition of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) is applicable to the present matter as to the substance.

B. Burden of proof

30. In continuation, the Single Judge recalled the basic principle of burden of proof, as stipulated in art. 12 par. 3 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, he stressed the wording of art. 12 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties.
31. In this respect, the Single Judge also recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA's judicial bodies may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in the Transfer Matching System (TMS).

C. Merits of the dispute

a. Main legal discussion and considerations

32. His competence 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 arguments and the documentation submitted by the parties. 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.
33. By doing so, the Single Judge recalled the parties' respective positions, and observed that while the Claimant deems that the Respondent breached the first contract and the second contract, the Respondent seemingly did not file a reply to the claim.
34. Notwithstanding the above, the Single Judge observed that the Respondent claimed to have timely submitted its position, and in support of its allegations filed a notarized certificate and an alleged information technology (IT) report related to the e-mail servers of NOB.
35. In this respect, and having in mind the contents of art. 12 par. 3 of the Procedural Rules, the Single Judge concluded that the evidence filed by NOB cannot satisfactorily demonstrate that an e-mail containing NOB's reply to the claim was sent on 19 February 2020, i.e. the deadline. On the contrary, the Single Judge observed that the IT report filed by the Respondent merely shows that on 20 February 2020, therefore after the relevant deadline had expired, an e-mail sent by the alleged e-mail belonging to NOB had a "*sending time*" of "*11:04:11*". In addition, the Single Judge took due consideration to the fact that the Respondent failed to provide a delivery receipt for the e-mail it supposedly sent to FIFA with its reply.
36. Accordingly, the Single Judge referred to art. 9 par. 3 of the Procedural Rules, in accordance with which submissions received outside the time limit shall not be taken into account. Furthermore, he also recalled the contents of art. 9 par. 4 of the Procedural Rules, in accordance with which the parties shall not be authorised to supplement or amend their requests or their arguments, to

produce new exhibits or to specify further evidence on which they intend to rely after notification of the closure of the investigation.

37. Therefore, the Single Judge concluded that the Respondent failed to present its response to the claim of the Claimant, in spite of having been invited to do so. In this way, he considered that the Respondent renounced its right to defence and thus accepted the allegations of the Claimant.
38. Furthermore, as a consequence of the aforementioned consideration, the Single Judge concurred 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.
39. Having concluded the above, the Single Judge entered into the substance of the matter and determined that the first contract was tailored to develop a system of player selection, outlining the obligations of each party and their financial gains from such selection.
40. Under this perspective and in light of the first contract, NOB had to obtain beforehand the authorization of FCGB and Crecer in order to either (a) sign a professional contract with a "selected" player as per clause 11.2 of the first contract or (b) transfer the player to a third club as per clause 6.7 of the first contract.
41. In continuation, the Single Judge determined that the player was selected, and the Claimant and the Respondent, together with Crecer, concluded the second contract, in line with clause 9 of the first contract. Under such second contract, the player was transferred and registered with NOB.
42. What is more, the Single Judge considered that under clause 2.1 of the second contract, in case the player was not selected at a later to be hired by FCGB and was in turn transferred to a third club, NOB undertook to pay FCGB 30% of the net economic benefit arising from such transfer.
43. The Single Judge observed that it is undisputed that the player was not selected by FCGB and was then transferred from NOB to Godoy Cruz for the amount of USD 600,000.
44. Having concluded the above, the Single Judge wished to outline, for the sake of completeness, that the contractual structure concluded between the parties was such that the first contract governed the general structure of the deal, and the second contract the individual arrangement in relation to each player.
45. In this sense, the Single Judge noted both that there is no expiry date in the second agreement and that in accordance with clause 3 of the second contract, the first contract was ratified and incorporated by reference. Accordingly, the Single Judge decided that any argument regarding the fact that the first contract supposedly had an expiry date, for instance as raised by the Respondent in the correspondences exchanged with the Claimant, cannot be upheld.
46. In light of the foregoing considerations, the Single Judge decided that since the transfer of the player to Godoy Cruz triggered the application of clause 2.1 of the second contract and in

accordance with the principle of *pacta sunt servanda*, NOB shall pay to FCGB 30% of USD 600,000, i.e. USD 180,000 as contractually agreed between the parties.

47. In this respect, and having in mind the requests for relief filed by FCGB, the Single Judge wished to emphasize that the relationship between Crecer and FCGB is one of solidarity of creditors; in other words, each may claim the amounts due in full and then distribute the relevant share to the other party within the auspices of their bilateral relationship. He based such conclusion in the following considerations.
48. Firstly, the Single Judge referred to the fact that unlike the first contract, which provides for the financial benefits in favour of Crecer and FCGB (emphasis added), the second contract in its clause 2.1 established that the 30% financial entitlement would be payable to Crecer and/or FCGB (emphasis added).
49. Secondly, the Single Judge observed that in the letter from Crecer to NOB of 6 August 2018, Crecer claimed the entire 30% without making reference to FCGB. This is, in the Single Judge's opinion, evidence of the interpretation of the parties; i.e. that either Crecer or FCGB could claim the full amount. The Single Judge acknowledged that NOB does not seem to have disputed this interpretation when replying to the aforementioned letter.
50. Thirdly, the Single Judge noted that the letter from FCGB to NOB of 8 February 2019 also appears to refer to "and/or", which also evidences the interpretation of the parties that both Crecer and FCGB could claim from NOB the full amount and not only their respective shares.
51. Lastly, the Single Judge took note of the fact that the contractual obligations agreed by and between the parties provided for FIFA jurisdiction for international disputes. Given the fact that both Crecer and NOB are from Argentina, which would mean that the judicial authority of FIFA would not be competent, the Single Judge considered that for matters that involved the three parties i.e. the Claimant, the Respondent and Crecer, it was implicit that FCGB could claim full amount for both itself and Crecer.
52. Subsequently, the Single Judge turned to the interests requested by the Claimant, as well as the constant practice of the Players' Status Committee, and decided that the Respondent must pay to the Claimant interest of 5% p.a. on the amount of USD 180,000 as from 1 September 2018 until the date of effective payment. The Single Judge emphasized that NOB received the transfer fee from Godoy Cruz in August 2018, and since there is no due date on the relevant contracts for payment of such amount, it is presumed in line with the jurisprudence of the Players' Status Committee, that the payment should have been performed by NOB to FCGB by the end of August 2018.
53. Accordingly, the Single Judge decided that the claim of the Claimant shall be partially accepted.

b. Consequences

54. Bearing in mind the foregoing and taking into account the consideration under para. 29 above, the Single Judge referred to par. 1 and 2 of art. 24bis 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.
55. In this regard, the Single Judge pointed out 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 and for the maximum duration of three entire and consecutive registration periods.
56. Therefore, bearing in mind the above, the Single Judge decided that, in the event that the Respondent does not pay the amount due to the Claimant within 45 days as from the moment in which the Claimant, following the notification of the present decision, communicates the relevant bank details to the Respondent, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent in accordance with art. 24bis par. 2 and 4 of the Regulations.
57. Finally, 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. 24bis par. 3 of the Regulations.

D. Costs

58. 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 the proceedings before the Players' Status Committee and the Single Judge, costs in the maximum amount of CHF 25,000 are levied. The costs are to be borne in consideration of the parties' degree of success in the proceedings and are normally to be paid by the unsuccessful party.
59. In this respect, the Single Judge reiterated that the Claimant's claim is partially accepted. Therefore, the Single Judge decided that both the Claimant and the Respondent shall bear the costs of the current proceedings in front of FIFA.
60. The Single Judge further observed the temporary amendments outlined in art. 18 par. 2 lit. ii) of the Procedural Rules, which entered in force in 10 June 2020, according to which the maximum amount of procedural costs levied for any claim lodged prior to 10 June 2020, which was yet to be decided at the time of such temporary amendment, shall be equivalent to any advance of costs paid.

61. Accordingly, the Single Judge observed that the Claimant paid the amount of CHF 5,000 as advance of costs, and therefore decided that the maximum amount of costs of the proceedings corresponds to CHF 5,000.
62. Consequently, the Single Judge determined that the Claimant and the Respondent shall respectively pay the amount of CHF 1,000 and CHF 4,000 in order to cover the costs of the present proceedings.
63. Subsequently, the Single Judge reverted to art. 17 par. 5 in combination with art. 18 of the Procedural Rules, and observed that the advance of costs paid by a party shall be duly considered in the decision regarding costs. Therefore, the Single Judge decided that the Claimant is entitled to a reimbursement of CHF 4,000 given his considerations on the costs of the proceedings.

IV. DECISION OF THE PLAYERS' STATUS COMMITTEE

1. The claim of the Claimant, FC GIRONDINS DE BORDEAUX, is partially accepted.
2. The Respondent, CA NEWELL'S OLD BOYS, has to pay to the Claimant the following amount:
 - USD 180,000 as outstanding remuneration plus 5% interest *p.a.* as from 1 September 2018 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. The Claimant is directed to immediately and directly inform the Respondent of the relevant bank account to which the Respondent must pay the due amount.
5. The Respondent shall provide evidence of payment of the due amount in accordance with this decision to psdfifa@fifa.org, duly translated, if applicable, into one of the official FIFA languages (English, French, German, Spanish).
6. In the event that the amount due, plus interest as established above is not paid by the Respondent **within 45 days**, as from the notification by the Claimant of the relevant bank details to the Respondent, the following consequences shall arise:
 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid. (cf. art. 24bis of the [Regulations on the Status and Transfer of Players](#)).
 2. In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.

7. The final costs of the proceedings in the amount of CHF 5,000 are to be paid as follows (cf. note relating to the payment of the procedural costs below): CHF 1,000 by the Claimant and CHF 4,000 by the Respondent.

For the Players' Status Committee:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 58 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 20 of the Procedural Rules).

NOTE RELATING TO THE PAYMENT OF THE PROCEDURAL COSTS:

If applicable, payments to FIFA should be made by wire transfer in Swiss francs (CHF) to the following bank account:

366.677.01U (FIFA Players' Status) UBS Zurich,
SWIFT: UBSWCHZH80A, Clearing number 230, IBAN: CH27 0023 0230 3666 7701U,
Please mention the applicable reference number

CONTACT INFORMATION:

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