

# Decision of the Dispute Resolution Chamber

passed on 25 November 2021

regarding training compensation related to the registration of the player X  
with B

## COMPOSITION:

**Frans de Weger (The Netherlands)**, Chairperson  
**Mario Flores Chemor (Mexico)**, member  
**Stefano Sartori (Italy)**, member

## CLAIMANT:

**A, Country A**

## RESPONDENT:

**B, Country B**

## I. FACTS OF THE CASE

**Player:** X

**Date of birth:**

**Player passports:**

- issued by the Football Federation of Country A on 11 February 2019 ("player passport 1").

Season	Birthday	Club	Registration dates	Status	Registration
11/12	12 <sup>th</sup>	Unknown			
12/13	13 <sup>th</sup>	Unknown			
13/14	14 <sup>th</sup>	Unknown			
14/15	15 <sup>th</sup>	Unknown			
15/16	16 <sup>th</sup>	A	24.06.16 - 30.09.16	Amateur	Permanent
16/17	17 <sup>th</sup>	Unknown			
17/18	18 <sup>th</sup>	A	15.03.18 - 30.06.18	Amateur	Permanent
18/19	19 <sup>th</sup>	A	07.11.18 - 31.05.19	Amateur	Permanent

- issued by the Football Federation of Country A on 27 January 2021 ("player passport 2").

Season	Birthday	Club	Registration dates	Status	Registration
11/12	12 <sup>th</sup>	A	01.01.12 - 30.11.12	Amateur	Permanent
12/13	13 <sup>th</sup>	A	01.01.13 - 30.11.13	Amateur	Permanent
13/14	14 <sup>th</sup>	A	01.01.14 - 30.11.14	Amateur	Permanent
14/15	15 <sup>th</sup>	A	01.01.15 - 30.11.15	Amateur	Permanent
15/16	16 <sup>th</sup>	A	01.01.16 - 30.11.16	Amateur	Permanent
16/17	17 <sup>th</sup>	A	01.01.17 - 30.11.17	Amateur	Permanent
17/18	18 <sup>th</sup>	A	01.01.18 - 30.11.18	Amateur	Permanent
18/19	19 <sup>th</sup>	A	01.01.19 - 01.02.19	Amateur	Permanent

### Information of the Football Federation of Country A:

On 8 February 2021, the Football Federation of Country A stated that the player passport 2 was the one reflecting the player's complete registration history as from his 12<sup>th</sup> until his 19<sup>th</sup> birthday.

### Sporting season (Country A):

- as from 1 November until 31 August of the following year for seasons 12/13 to 15/16;
- as from 19 November until 27 August for season 16/17;
- as from 28 August until 30 June for season 17/18; and

- as from 6 August until 31 May for season 18/19.

**Date of transfer:** 4 February 2019  
From A (Country A) to B (Country B) as a professional (free agent)

**Claimant club:** A (Country A)

**Respondent club:** B (Country B)  
UEFA, category I (EUR 90,000 per year)

### **Claim and Response:**

1. On 5 March 2021, the Claimant requested the payment of EUR 220,000 as training compensation from the Respondent for the first registration of the player as a professional, plus 5% *per annum* interest as from the due date.
2. In its claim, the Claimant explained that the information contained in player passport 1 was incomplete and as such it had solicited the Football Federation of Country A to amend the said player passport early 2019, however to no avail. As such, after having requested the Football Federation of Country A to amend the aforementioned passport on 15 January 2021, the Claimant based its calculations on the player passport 2 issued on 27 January 2021 and took into account 1) the training category of the Respondent at the time the player was transferred to its club, *i.e.* category I within UEFA (EUR 90,000 per year) and 2) the training costs set for category IV clubs within UEFA, *i.e.* EUR 10,000 per year, which it multiplied both *pro rata* by the period of time the player was registered with it, *i.e.* “*from his 12<sup>th</sup> birthday until his 19<sup>th</sup> birthday*”.
3. In addition, the Claimant sustained that it never waived its entitlement to training compensation and provided in this respect several extracts of an email correspondence held with the Respondent between December 2018 and January 2019. In this respect, the Claimant argued that the parties exchanged several documents in order to fulfil the relevant transfer in TMS, however no document referring to a waiver of the Claimant’s entitlement to training compensation had been exchanged.
4. Furthermore, the Claimant referred to a previous claim submitted on 18 January 2021, lodged against Bb (Club TMS ID n.xxx) and closed by the FIFA Administration on 5 March 2021 due to the fact that the said claim had been lodged against the wrong Respondent, the latter being identified in TMS as B (Club TMS ID n.xxx). In this respect, the Claimant held that such an unfortunate administrative management of the claim could provide the Respondent enough time to “*produce false documents indicating that the Claimant had waived its entitlement to receive training compensation from the Respondent*” such as it happened in other proceedings involving the same parties.

5. Finally, the Claimant submitted two emails sent to the Respondent on 6 and 16 November 2020 by means of which it requested the latter to pay the due training compensation, however to no avail.
6. On 21 April 2021, the Respondent was invited to provide its comments in connection with the Claimant's claim.
7. On 29 March 2021, the Respondent rejected the claim alleging firstly that the claim of the Claimant was time-bared in accordance with the applicable Regulations and as such inadmissible.
8. In this respect, the Respondent held that the Claimant submitted its claim to FIFA on 5 March 2021, that is to say more than two years since the event giving rise to the dispute, *i.e.* the non-payment of the relevant training compensation triggered by the player's registration with it on 29 January 2019. In addition, the Respondent sustained that such conclusion could not be altered by a previous claim lodged by the Claimant in front of FIFA on 18 January 2021, however against the wrong Respondent.
9. Moreover, as to the substance, the Respondent explained that, at the time of negotiating with the Claimant (cf. point I./3), it was provided with the player's registration history which led it to make the player's registration conditional on the Claimant's renouncement to any of its rights in this respect.
10. Bearing the above in mind, the Respondent described that said renouncement was "*formalised in the document named "Proof signed by former club that there is no right to any training compensation and solidarity mechanism of the Player according to regulations on the status and transfer of players"*", dated 30 December 2018 (hereinafter: *the alleged waiver*). In particular, the Respondent held that the alleged waiver was in line with the jurisprudence developed by the Dispute Resolution Chamber (DRC) and the Court of Arbitration for Sport (CAS).
11. In addition, the Respondent explained that the aforementioned document had not been exchanged between the parties via email but that it was delivered in hand to the player right before his departure to Country B, as confirmed by the latter on 24 March 2021.
12. In this respect, the Respondent provided the following documentation:

- a document, dated 30 December 2018, printed on the club's letterhead, signed and stamped by the Claimant's President Mr. XXX, and which read as follows:

*"Player: X (...)*

*A (...)* (hereinafter as the CLUB)

*DECLARES AND CERTIFIES by signing this document:*

1. The CLUB waives gives up and renounces to any rights, indemnities and/or amounts over the Player in relation to article 20 training compensation and article 21 solidarity mechanism and Annexe 4 and Annexe 5, all as defined in the Regulations on the Status and Transfer of Players regarding the above-named Player, and the terms of this declaration are in full and final settlement of all and any claims or rights of action that the CLUB has or may have arising out of the Player training compensation and solidarity mechanism to any club-sport entities in the world and the Player.

2. Consequently, the CLUB confirms that it has not any rights, indemnities and/or amounts over the Player in relation to article 20 training compensation and article 21 solidarity mechanism and Annexe 4 and Annexe 5, all as defined in the Regulations on the Status and Transfer of Players regarding the above-named Player.

3. The CLUB confirms that the Player has been fully trained in the CLUB and has contributed to his training starting from the calendar year of his 12th birthday and there are no other third clubs, academies or entities that are entitled to any rights, indemnities and/or amounts over the Player in relation to article 20 training compensation and article 21 solidarity mechanism and Annexe 4 and Annexe 5, all as defined in the Regulations on the Status and Transfer of Players regarding the above-named Player.”

- a document entitled “X”, dated 24 March 2021, signed by the player and which read as follows:

*“Yo, X, jugador de fútbol profesional de nacionalidad A, declaro lo siguiente:*

*En primer lugar, a finales del año 2018 me informaron del interés que me había mostrado el club de fútbol B, que quería ficharme y lo consideré una oportunidad perfecta para seguir creciendo y desarrollando mi carrera profesional.*

*En segundo lugar, confirmo que en todo momento B condicionó mi traslado a Country B a que A renunciara a todo eventual derecho en relación con la indemnización por formación de la FIFA. En tercer lugar, confirmo que A aceptó renunciar a ello, y cumplir así las condiciones solicitadas por el B.*

*En cuarto lugar, antes de salir de Country A, el presidente de A, Sr.XXX, me entregó el documento en cuestión firmado, titulado en inglés “PROOF SIGNED BY FORMER CLUB THAT THERE IS NO RIGHT TO ANY TRAINING COMPENSATION AND SOLIDARITY MECHANISM OF THE PLAYER ACCORDING TO REGULATIONS ON THE STATUS AND TRANSFER OF PLAYER” de 30 de diciembre de 2018 que fue entregado al B para que pudiera producirse mi transferencia.*

*En quinto lugar, ello hizo que pudiera ser transferido al B, lo que se produjo el 29 de enero de 2019.*

*Quedo a disposición de los órganos jurisdiccionales de FIFA y del Tribunal Arbitral du Sport para intervenir en toda audiencia oral que pudiera darse.”*

13. What is more, the Respondent sustained that, in line with the principle of the burden of proof, the Claimant provided no evidence in its claim as to the alleged forgery of the document of relevance.
14. Finally, the Respondent underlined its good faith during the registration process of the player, to the contrary of the Claimant and the Football Federation of Country A. In particular, the Respondent referred to other proceedings held in front of FIFA (involving the same parties) and

affirmed that in the matter at stake, despite player passport 1 being in line with the aforementioned sequence of events, “(...) we see the same scenario occurring once again, where the Player’s passport was modified two years later, i.e. on the 27<sup>th</sup> of January 2021 [i.e. player passport 2] including three more years of training for the Player from the one that had been always in place in the FIFA TMS [i.e. player passport 1]”.

**Claimant’s comments on the alleged waiver:**

15. On 26 and 27 April 2021, the Claimant declared that the said document provided by the Respondent was forged, should the parties have wanted to achieve such result, a proper settlement would have been concluded instead.
16. In particular, the Claimant explained that the alleged waiver:
  - was not uploaded in the relevant transfer instruction in TMS;
  - did not indicate in favour of which club the Claimant allegedly renounced to its right to receive training compensation nor to which transfer said renouncement was linked;
  - was not certified by a notary statement;
  - was not provided with any evidence of its notification; and
  - should have been drafted in French similarly to other documents issued by the Claimant in the present case.
17. In addition, the Claimant explained that all email correspondence held with the Respondent’s intermediary lasted until 14 January 2019 and that at no time the parties exchanged on the alleged waiver, nor on its submission via the player, which appears to be an uncommon and unproven practice in the matter at stake.
18. Moreover, the Claimant referred to a *WhatsApp* correspondence held with another player on 25 November 2020 by means of which the latter (together with the Respondent) requested it to sign another document with a similar content of the disputed document. As such, the Claimant explained that, if it had effectively issued the alleged waiver back in December 2018, it could not have been invited to do so a second time in November 2020.
19. What is more, the Claimant raised that the player’s testimony dated 24 March 2021 lacked of notary certification and alleged that the latter could have signed said document under duress.
20. In support of the above and along additional unsolicited comments, the Claimant provided the following documentation:
  - a document entitled “*clarification*” dated 19 March 2021 and its supporting evidence referring to other proceedings held between the parties in relation to the transfer of the player “X”;
  - a picture issued in February 2019 showing three unidentified individuals;
  - a *WhatsApp* correspondence held on 24,25 and 26 November 2020 allegedly held between “D” and the Claimant by means of which the former appears to submit to the latter a document entitled “*Proof signed by former club that there is no amount to be claim as training compensation*”, dated 23 November 2020, referring to the player and bearing the Claimant’s name on the letterhead;

- a notary certification dated 16 February 2021 and referring to the player “X” and his registration in the Country A; and
- a document entitled “*clarification*”, signed on an unknown date by the Claimant’s president, and reiterating the above comments on the alleged waiver.

**Hard copy of the alleged waiver submitted by the Respondent:**

21. On 28 July 2021, the Respondent provided, along additional unsolicited comments and evidence, a hard copy of the alleged waiver after having been requested to do so by the FIFA administration.

## II. LEGAL CONSIDERATIONS

**Applicable law:** Regulations on the Status and Transfer of Players (**RSTP**): June 2018 edition.  
Procedural Rules Governing the Football Tribunal (**Procedural Rules**): October 2021 edition.

**Jurisdiction:** Yes, uncontested.

**Admissible:** Yes, contested.

**Decision:**

1. The Claimant is requesting training compensation on the basis of the first registration of the player as a professional with the Respondent.

2. The Respondent rejected the admissibility of the Claimant's claim on the basis that at the time of its submission, *i.e.* on 5 March 2021, more than two years had elapsed since the event giving rise to the dispute, *i.e.* the non-payment of the training compensation triggered by the player's registration with it on 29 January 2019.
3. According to art. 6 par. 4 of Annexe 3 of the RSTP, FIFA may use any documentation or evidence generated by or contained in TMS within the scope of proceedings in front of it.
4. Bearing the above in mind, according to TMS, the player was engaged "*out of contract free of payment*" with the Respondent on 4 February 2019.
5. In accordance with art. 3 par. 1 and 2 of Annexe 4 of the RSTP, training compensation is to be paid 30 days following the registration of the player with the new association.
6. Any training compensation due as a result of the player being registered for the first time as a professional with the Respondent on 4 February 2019 was to be paid by the latter to the player's former clubs having had him registered as an amateur on 6 March 2019.
7. As established above, the Claimant lodged the present claim on 5 March 2021.
8. Consequently, when the Claimant lodged its claim, less than two years elapsed since any potential training compensation became due.
9. According to art. 25 par. 5 of the RSTP, the relevant FIFA decision-making body shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute.
10. Consequently, the claim of the Claimant is admissible and the argument of the Respondent cannot be accepted.
11. The Respondent rejected the Claimant's claim alleging *inter alia* that the latter had waived its training compensation entitlement in relation to the registration of the player with the former. In support of its allegation, the Respondent provided a copy of a document signed by the Claimant on 30 December 2018 and explained having been remitted said document directly from the player upon its arrival in Country B, as confirmed by the latter (*cf.* see point I./12.above).
12. The Claimant contested the authenticity of the document, declaring *inter alia* that it never signed such document, that it was forged and that it had not been uploaded in the transfer instruction in TMS. In addition, the Claimant held that that there was no conclusive evidence of the negotiation between the parties, of the notification of the said document and that the said document did not refer in favour of which club the Claimant allegedly renounced to its training compensation entitlement.
13. What is more, the Claimant referred to a correspondence of November 2020 by means of which it was requested by a third party to renounce to its training compensation entitlement for the



registration of the player. As such, the Claimant held that this event confirmed that it had effectively not already done so by signing the alleged waiver on 30 December 2018.

14. According to the jurisprudence of the DRC, the validity of a conventional waiver is subject to a clear and unequivocal declaration by the party concerned, requiring clear language reflecting the party's clear intention to renounce its rights. Implied waivers are not recognized. Accordingly, and given that training compensation is a right stipulated in the RSTP, the existence of a waiver of this right may only be assumed in case it was unmistakable that the renouncing club has indeed intended to waive its right to training compensation.
15. In other words, the above jurisprudence requires a document:
  - a. Containing a clear and unequivocal renouncement to training compensation; and
  - b. Issued by the party concerned by such renouncement.
16. *In casu*, the alleged waiver met the following criteria: (i) it bears the letterhead of the Claimant and has been signed; (ii) it bears the date of 30 December 2018, *i.e.* 36 days before the player's registration with the Respondent; (iii) it is expressly referring to the training compensation; and (iv) it clearly refers to the player at stake.
17. As such, the first prerequisite of a valid waiver is met, *i.e.* a clear and unequivocal renouncement to training compensation.
18. Moreover, the Respondent submitted an electronic copy and a hard copy of the document in question. In particular, the Respondent explained that it had been remitted the said hard copy directly by the player upon his arrival in Country B, as confirmed by the latter's testimony of 24 March 2021.
19. The Respondent did not provide evidence that the issuance and notification of the alleged waiver had been negotiated between the parties and/or with the player and/or his intermediary, prior to the player's registration with it.
20. In particular, the Respondent did not submit evidence on the alleged waiver being originally remitted by the Claimant to the Respondent via a third party (the player) at the time of or around the relevant registration in 2019, *i.e.* prior to the player's statement of March 2021.
21. In other words, the player's testimony was issued more than two years after the issuance of the alleged waiver and the player's registration with the Respondent.
22. In addition the Respondent did not upload the document in TMS, after having allegedly received it from the player, contrary to common practice.
23. Furthermore, the Respondent does not appear to have shown the required due diligence by contacting the Claimant and/or its Federation upon having allegedly received the disputed document from the player.

24. What is more, the Claimant denied having signed this document, held that it did not meet certain criteria (point I./16.), and sustained that the whole context of the issuance and notification of such document did not meet its usual practices, *i.e.* the conclusion of a proper settlement.
25. Moreover, the signature and seal on the alleged waiver do not appear to be in their "*original version*", but rather in a "*copied/scanned version*".
26. Finally, it can be noted that despite the Claimant waited a considerable period of time before requesting the Respondent to pay the due training compensation (s. point I./5.), which could raise doubts on the actual existence of the waiver, the objective of training compensation being to protect the training club's interests which invested in the player by providing him the required education and training, this could not be retained against the Claimant.
27. As such, in view of the above, since (1) the authenticity of the waiver is contested; (2) it is not possible to establish with certainty that it was indirectly notified by the Claimant to the Respondent at the relevant point of time, *i.e.* via the player; and (3) that the provided document does not appear to be in its original version for a layman, it is determined that the waiver does not meet the second prerequisite established by the jurisprudence of the DRC, *i.e.* it cannot be established that it was issued by the party waiving its training compensation rights.
28. Therefore the alleged waiver shall not be taken into consideration, and the Claimant's entitlement to training compensation for the first professional registration of the player with the Respondent has not been renounced to.
29. As established above, the player was registered for the first time as a professional with the Respondent on 4 February 2019. In this respect, art. 3 par. 1 of Annexe 4 of the RSTP stipulates that any training compensation due in connection with the first registration as a professional of a player shall be distributed, by the club registering the player as a professional for the first time in accordance with the players' career history as provided for in the player passport(s).
30. *In casu*, the Respondent shall be responsible to distribute training compensation for the first registration of the player as a professional to the club(s) affiliated to any different member association(s) where the player was registered as from the start of his 12th birthday season up until the start of his registration with the Respondent (*i.e.* 4 February 2019) in accordance with the information contained within the relevant player passport(s).
31. Art. 5 par. 1 of the RSTP stipulates that all professional and amateur players must be registered with an association in order to play for a club whereas the associations are the ones responsible for such registrations. Equally, art. 7 of the RSTP foresees that an association has to provide its affiliated club registering a player with a player passport indicating the complete player's football career as from the season of his 12<sup>th</sup> birthday.

32. According to the jurisprudence of the DRC, the Chamber shall in principle rely on the information inputted in the player passport(s) issued by the relevant member association(s) unless there is clear evidence that would contradict its contents.
33. In addition, the jurisprudence of the DRC established that a registering club shall act with utmost due diligence when registering a player. More particularly, the DRC has determined that in instances where a registering club can demonstrate that it acted with due diligence in attempting to obtain the accurate career history of a player but that the relevant member association produced multiple contradictory player passports afterwards, the player passport first issued by said member association (either downloaded in TMS or via official communication) shall be the passport relied upon when determining if and to whom training compensation is payable.
34. The Football Federation of Country A produced two player passports, player passport 2 having been confirmed, in response to the FIFA administration's request to obtain the complete career history of the player in Country A, as the one reflecting the player's complete registration history as from his 12<sup>th</sup> until his 19<sup>th</sup> birthday.
35. In principle, based on the declaration of the Football Federation of Country A made on 8 February 2021, the contents of player passport 2 shall be relied upon to establish the player's career history in Country A.
36. However, the Respondent relied in its good faith and contested the contents of the issuance of player passport 2 and held, *inter alia*, that despite player passport 1 being in line with the aforementioned sequence of events surrounding the player's registration, "(...) *the Player's passport was modified two years later, i.e. on the 27<sup>th</sup> of January 2021 [i.e. player passport 2] including three more years of training for the Player from the one that had been always in place in the FIFA TMS [i.e. player passport 1]*".
37. According to the information available in TMS, player passport 1 was uploaded by the Football Federation of Country A in the relevant transfer instruction on 11 February 2019, that is to say seven days after the player's registration with the Respondent, whereas player passport 2 was uploaded on 15 April 2021, *i.e.* more than two years after the relevant registration.
38. In light of all the foregoing and in line with the jurisprudence of the DRC on the principle of good faith, the Respondent could rely in good faith on the player passport 1 and reasonably assume that the player had been effectively trained by the Claimant as described at that point of time, *i.e.* at the earliest during the negotiations held with the Claimant as from December 2018 until January 2019 or at the latest seven days after registering the player.
39. As such, player passport 1 contains the accurate career history of the player in Country A.
40. Therefore, it is established that the player was registered with the Claimant as from 24 June until 30 September 2016, as from 15 March until 30 June 2018, and as from 7 November 2018 until 31 May 2019.

41. Training compensation is in general calculated either (1) based on the number of years of training and education given by the previous training clubs multiplied by the training costs of the new club in the context of a first registration as a professional; or (2) based on the training costs of the new club multiplied by the number of years of training with the former club in the context of the subsequent registration of the professional player (cf. art. 5 par. 2 of Annexe 4 of the RSTP).
42. As a general rule, for the purpose of training compensation, the entire 12-month period of the year is taken into account. As a result, in the context of the present dispute, the football seasons in Country A is extended to a 12-month format, starting on 1 January and ending on 31 December.
43. Therefore, it is established that the player was registered with the Claimant for 99 days of the season of his 16<sup>th</sup> birthday, 163 days of the season of his 18<sup>th</sup> birthday, and 151 days of the season of his 19<sup>th</sup> birthday.
44. As such, it is determined that (1) the player was first registered as a professional with the Respondent on 4 February 2019; and (2) the player was registered with the Claimant as established above (point II./43.) ; the Claimant shall receive training compensation in the amount of EUR 101,835.62.
45. Furthermore, the Claimant requested the award of interest rate of 5% *per annum* as from the due date.
46. In accordance with the well-established jurisprudence of the DRC, interest are applied as from the first overdue day for the payment of training compensation.
47. According to art. 3 par. 1 of Annexe 4 RSTP, the Respondent had 30 days after registering the player as a professional to pay training compensation to the Claimant, *i.e.* up until 6 March 2019.
48. As a result, the Claimant shall receive interest in the rate of 5% *per annum* as from the date at which training compensation became overdue to the Claimant, that is to say as from 7 March 2019.
49. The interest rate of 5% *per annum* on EUR 101,835.62 shall apply until the date of effective payment of the outstanding training compensation and its applicable interest.
50. In view of all the above, the claim of the Claimant is partially accepted and the Respondent shall pay training compensation in the amount of EUR 101,835.62 plus 5% interest *p.a.* as from 7 March 2019 until effective payment.
51. Any further claim of the Claimant is rejected.

52. Art. 25 par. 2 of the Procedural Rules stipulates that costs in the maximum amount of USD 25,000 are levied in connection with proceedings before the DRC of the Football Tribunal relating to disputes regarding training compensation and the solidarity mechanism. Costs are to be borne in consideration of the parties' degree of success in the proceedings (art. 25 par. 5 of the Procedural Rules).
53. The succeeding party is the Claimant and the amount claimed in the present dispute corresponded to EUR 220,000. Therefore, procedural costs levied in this respect shall not exceed USD 25,000 (cf. art. 2 of Annexe 1 of the Procedural Rules).
54. Taking into account that the Claimant's claim is partially accepted and in consideration of the amount claimed, the costs of the proceedings are set at USD 10,000.
55. Said costs shall be borne by the parties in view of the outcome of the case, as follows:
  - a. The amount of USD 2,000 shall be paid by the Claimant;
  - b. The amount of USD 8,000 shall be paid by the Respondent.
56. The relevant provisions of art. 24bis of the RSTP are applicable to the present matter.

### **III. DECISION OF THE DISPUTE RESOLUTION CHAMBER**

1. The claim of the Claimant, A, is partially accepted.
2. The Respondent, B, has to pay to the Claimant:
  - EUR 101,835.62 as training compensation plus 5% interest *p.a.* as from 7 March 2019 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.

5. Pursuant to article 24bis of the Regulations on the Status and Transfer of Players if full payment (including all applicable interest) is not paid **within 45 days** of notification of this decision, the following **consequences** shall apply:
  1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of three entire and consecutive registration periods.
  2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not paid by the end of the of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance with article 24bis paragraphs 7 and 8 and article 24ter of the Regulations on the Status and Transfer of Players.
7. The final costs of the proceedings in the amount of USD 10,000 are to be paid by the parties to FIFA with reference to case no. TMS 7943 (cf. note relating to the payment of the procedural costs below) as follows:
  - a. The amount of USD 2,000 shall be paid by the Claimant;
  - b. The amount of USD 8,000 shall be paid by the Respondent.

For the Dispute Resolution Chamber:



**Emilio García Silvero**

Chief Legal & Compliance Officer

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**NOTE RELATED TO THE APPEAL PROCEDURE:**

Pursuant to article 57 of the FIFA Statutes, this decision may be appealed before the Court of Arbitration for Sport within 21 days of notification.

**NOTE RELATED TO PUBLICATION:**

FIFA may [publish](#) this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 17 par. 2 of the Procedural Rules).

**CONTACT INFORMATION:**

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