CAS 2022/A/9231 Rio Ave v. Raja Casablanca and Fédération Internationale de Football Association (FIFA)

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Alain Zahlan de Cayetti, Arbitrator in Paris, France

in the arbitration between

Rio Ave Futebol Clube, Vila do Conde, Portugal
Represented by Mr Jan Schweele, Ms Maria Alves, Mr Thomás Bosak, Mr Nuno Almeida and Mr João Pinheiro, Attorneys-at-law, Berlin Sports Law, Berlin, Germany

- Appellant -

and

Raja Casablanca Athletic Club, Casablanca, Morocco
Represented by Mr Breno Costa Ramos Tannuri, Mr André Oliveira de Meira Ribeiro, Mr Somaiah Mandepanda Jaya and Ms Gwenn Le Garrec, Attorneys-at-law, Tannuri Ribeiro Advogados, São Paulo, Brazil

- First Respondent -

And

Fédération Internationale de Football Association (FIFA), Zurich, Switzerland
Represented by Mr Miguel Liétard Fernández-Palacios and Ms Cristina Pérez González, FIFA Litigation Department, Zurich, Switzerland

- Second Respondent -

I. PARTIES

1. Rio Ave Futebol Clube (the "Appellant" or "Rio Ave") is a Portuguese professional football club. It is a member of the Federação Portuguesa de Futebol ("FPF") which, in turn, is affiliated with the *Fédération Internationale de Football Association* ("FIFA").

2. Raja Casablanca Athletic Club (the "First Respondent" or "Raja Casablanca") is a Moroccan professional football club, member of the Fédération Royale Marocaine de Football ("FRMF") which, in turn, is affiliated with FIFA.

3. FIFA (or the "Second Respondent") is the international governing body of football. FIFA has its headquarters in Zurich, Switzerland.

4. The First Respondent and the Second Respondent are collectively referred to as the "Respondents".

5. Rio Ave, Raja Casablanca and FIFA are collectively referred to as the "Parties".

II. BACKGROUND FACTS

6. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced. Additional facts and allegations found in their written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion which follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.

7. On 1 December 2021, Raja Casablanca sent an offer for an employment contract (the "Offer") to the professional football player, Mr Fabrice Olinga Essono (the "Player").

8. The Offer provides the following:

"*Nous avons reçu votre profit et sommes heureux de vous annoncer que le Raja Club Athletic est intéressé par votre engagement au sein de notre Club.*

Nous avons compris que vous êtes actuellement un joueur libre.

Par la présente, nous vous confirmons notre intérêt à votre personne, sous réserve que vous justifiez que vous êtes libre de tout engagement professionnel et que vous passiez les tests sportifs et médicaux d'usage."

9. The Offer further provides that, subject to the fulfilment of the abovementioned conditions, the Player will be recruited under an employment contract starting on 1 January 2022, for a duration of one year and a half, renewable for another year, with the following remuneration:

(i) 2021-2022 (6 months) – total of MAD 800,000:
- MAD 25,000 as monthly salary, including accommodation allowance;
- MAD 450,000 as signature bonus, with MAD 250,000 payable upon signature and MAD 200,000 in March 2022; and
- MAD 200,000 as performance bonus, payable if the Player plays in more than 75% of official matches,

(ii) 2022-2023 (12 months) – total of MAD 2,000,000:
- MAD 25,000 as monthly salary, including accommodation allowance;
- MAD 1,300,000 as signature bonus, payable in four installments every quarter; and
- MAD 400,000 as performance bonus, payable if the Player plays in more than 75% of official matches, and

(iii) 2023-2024 (12 months) – total of MAD 2,200,000:
- MAD 25,000 as monthly salary, including accommodation allowance;
- MAD 1,500,000 as signature bonus, payable in four installments every quarter; and
- MAD 400,000 as performance bonus, payable if the Player plays in more than 75% of official matches.

10. The Offer was signed by Raja Casablanca and by the Player. The Player has preceded his signature by his full name and by the words "*pour acceptation*".

11. On 3 December 2021, the Player initiated correspondence by WhatsApp with Raja Casablanca's president, Mr Anis Mahfoud, providing the latter with his direct telephone number and expressing his hopes to be "*to the satisfaction of Raja's family*".

12. On 6 December 2021, Raja Casablanca submitted a request to the Moroccan Embassy in Belgium for the issuance of the Player's entry visa to Morocco.

13. On 9 December 2021, the Player's entry visa to Morocco was issued.

14. On 12 December 2021, the Player requested Mr Reda, his intermediary, to obtain from Raja Casablanca a copy of the signed Offer and a draft of his formal employment contract.

15. On 19 December 2021, Raja Casablanca's president sent to the Player a flight ticket which was purchased on 17 December 2021 for his trip to Casablanca (Morocco) scheduled on 21 December 2021.

16. On the same date, the Player informed Raja Casablanca's president that certain provisions contained in the draft of employment contract provided to him by Raja Casablanca were different from those contained in the Offer.

17. On the same date, the Player indicated to Mr Reda that all arrangements and documents had been set, with the exception of Raja Casablanca's feedback in respect of the draft of the employment contract. The Player mentioned that his trip to Morocco was in two days, but that he would not travel if the issues with his employment contract were not addressed.

18. On 20 December 2021, the Player signed the employment contract with Rio Ave (the "Employment Contract").

19. On that same date, Raja Casablanca's president sent to the Player an amended draft of the employment contract in respect of which the Player has submitted certain additional comments.

20. In the evening of that same date, the Player informed Raja Casablanca's president through WhatsApp that he "*would not honour his word*" and would not travel to Morocco, arguing that his wife and family "*had decided on something different*".

21. On 22 December 2021, it was announced in the press that the Player had signed the Employment Contract.

22. On 24 December 2021, the Player received from Raja Casablanca a notice of default.

23. On the same date, Raja Casablanca informed Rio Ave that it had signed the Offer with the Player, based on which the Player "*undertook to provide services to the Club during the second half of the 2021-2022 season and the 2022-2023 season*". In addition, Raja Casablanca referred to Articles 18 para. 5 and 17 paras 1 and 2 and of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP"), indicating that by signing the Employment Contract, the Player had "*ignored*" the Offer and, therefore, had to pay a compensation to Raja Casablanca, for which Rio Ave was "*jointly and severally liable*". Furthermore, Raja Casablanca mentioned that both the Player and Rio Ave would be "*also subject to the imposition of sporting sanctions*".

24. In that same letter, Raja Casablanca proposed to Rio Ave to settle the matter amicably and invited it to contact Raja Casablanca within the following 15 days, "*in order to discuss the payment of the referenced compensation*", failing which Raja Casablanca indicated that it would lodge a claim before "*the competent decision-making bodies in order to claim the payment of the referenced compensation, as well as the imposition of sporting sanctions.*"

25. On 11 January 2022, Rio Ave replied to Raja Casablanca's notice of 24 December 2021, indicating that it had signed the Employment Contract based on the information that the Player "*was a free player*". Rio Ave stated that it was "*never informed by the aforementioned player or his agent that he had a signed contract*" with Raja Casablanca. Rio Ave indicated that, therefore, it could not be "*held responsible for any misconduct of the player*" and that it cannot be "*considered that* [Rio Ave] *had any intervention in the breach of any prior agreement*" with Raja Casablanca.

III. PROCEEDINGS BEFORE THE FIFA DISPUTE RESOLUTION CHAMBER

26. On 24 March 2022, the Raja Casablanca filed a claim with the FIFA Dispute Resolution Chamber (the "FIFA DRC") claiming for the payment by the Player of an amount of EUR 612,092 as compensation and to rule as follows: (i) that the Appellant "*was declared jointly and severally liable for the payment of the amount of compensation to be paid by the Player, (ii) the imposition of sporting sanctions on the Player*" for having terminated the Employment Contract unilaterally and without just cause within the so-called "protected period", and (iii) the imposition of sanctions on the Appellant "*for having induced the Player to breach the Employment Contract*".

27. On 25 April and 5 May 2022 respectively, the Player and the Appellant submitted their positions regarding the First Respondent's claim.

28. The Player insisted that he had never signed an employment contract with Raja Casablanca and that the Offer could not be considered as a contract. The Player highlighted that he had signed the Offer in order to accept his agreement to enter into further contractual negotiations, and that, thereafter, he had expressed the same to Raja Casablanca's president over the telephone. In addition, the Player argued that he had been requesting for a draft of a formal employment contract before travelling to Morocco, but Raja Casablanca appeared to have purposely delayed providing him with such draft. When, finally, the draft was sent to him, it contained certain changes of the essential provisions compared to those of the Offer. Consequently, the Player denied all Raja Casablanca's allegations insisting that the Offer could not be considered as a valid and binding employment contract and, accordingly, no breach thereof had been committed by him.

29. Rio Ave reiterated the Player's arguments in respect of the invalidity of the employment contract deriving from the signature of the Offer, indicating that the WhatsApp communication between the Player and Raja Casablanca which followed the signature thereof, clearly indicated that the parties to the Offer were still in negotiations. In addition, Rio Ave argued that the Offer, even if considered as a contract, *quod non*, was void under the relevant provisions of Swiss law, since the Player's employment was subject to the results of a medical examination. Rio Ave further alleged that the fact that Raja Casablanca failed to register the Offer in the FIFA Transfer Matching System (the "FIFA TMS") and to request for the corresponding International Transfer Certificate, as per the provisions of the FIFA RSTP, proves that Casablanca did not consider the Offer as an employment contract. As to the amount of compensation due by the Player to Raja Casablanca, if any, Rio Ave considered that the calculation thereof should not include any remuneration conditioned by the Player's performance (i.e., the Player's appearance in 75% of matches). Finally, Rio Ave insisted that it had not been aware of the existence of the Offer or of any employment contract binding the Player and Raja Casablanca prior to the date of signature of the Employment Contract, and, that, accordingly, Rio Ave could not have induced the Player into committing a breach of any kind. Consequently, in Rio Ave's opinion, no sporting sanctions could be imposed on it by FIFA.

30. On 15 September 2022, following the written submissions filed by the First Respondent, the Player and the Appellant, the FIFA DRC rendered the following decision (the "Appealed Decision"):

"*1. The claim of the Claimant, Raja Athletic Club, is partially accepted.*

2. The Respondent 1, Fabrice Olinga Essono, has to pay to the Claimant MAD 1,723,034.65 as compensation for breach of contract without just cause plus interest of 5% p.a. as from 24 March 2022 until the date of effective payment.

3. Respondent 2, Rio Ave FC, is jointly and severally liable for the payment of the aforementioned amount.

4. Any further claims of the Claimant are rejected.

5. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form ***within 30 days*** *of notification of this decision.*

6. Respondent 1 and Respondent 2 shall provide evidence of payment of the due amount in accordance with point 5. to FIFA via the e-mail address psdfifa@fifa.org duly translated into one of the official FIFA languages (English, French or Spanish).

7. A restriction of four months on his eligibility to play in official matches is imposed on Respondent 1, Fabrice Olinga Essono. This sanction applies with immediate effect as of the date of notification of the present decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs.

8. Respondent 2, Rio Ave FC, shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

9. If the aforementioned sum plus interest is not paid within 30 days of notification of this decision, the present matter shall be submitted, upon request of the Claimant, to the FIFA Disciplinary Committee for its consideration and a formal decision.

10. This decision is rendered without costs".

31. On 5 October 2022, the grounds of the Appealed Decision were notified to the parties.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

32. On 26 October 2022, pursuant to the provisions of Articles R47 and R48 of the Code of Sports-related Arbitration (2021 edition) (the "CAS Code"), the Appellant filed a

Statement of Appeal with the Court of Arbitration for Sport (the "CAS") with respect to the Appealed Decision.

33. In its Statement of Appeal, the Appellant requested that the matter be submitted to a sole arbitrator and that the proceedings be conducted in the English language "*with the possibility to submit documents in French without an English translation*". In addition, the Appellant requested the CAS for provisional measures to be issued, in order to stay the Appealed Decision in accordance with Article R37 of the CAS Code.

34. On 31 October 2022, the CAS Court Office acknowledged the receipt of the Statement of Appeal and (i) indicated that the language of these proceedings would be English with the possibility to submit documents in French without translation, unless objected by the Respondents within specified deadline, and (ii) invited the Respondents to express their positions in respect of the appointment of a sole arbitrator in these proceedings. In addition, the CAS Court Office provide the Respondents with a deadline of 10 days to file their positions on the Appellant's request for provisional measures.

35. On the same date, the Appellant requested for a 10-day extension of the deadline to file its Appeal Brief, which was granted by the CAS Court Office on 1 November 2022.

36. On 2 November 2022, the Second Respondent informed the CAS Court Office that it had no objections to the language of these proceedings proposed by the Appellant and to referring the matter to a sole arbitrator, "*as long as he or she is selected from the football list*".

37. On 3 November 2022, the First Respondent informed the CAS Court Office of the absence of any objections on its side for the submission of the matter to a sole arbitrator and to conducting these proceedings in English with the possibility to submit documents in French without an English translation.

38. On 9 November 2022, the Second Respondent filed its position on request for provisional measures in accordance with Article R37 of the CAS Code.

39. On 10 November 2022, the First Respondent filed its position on request for provisional measures in accordance with Article R37 of the CAS Code.

40. On 14 November 2022, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.

41. On 15 November 2022, the Second Respondent requested that the time limit to file its Answer be fixed after the payment by the Appellant of its share of the advance of costs in accordance with Article R55 para. 3 of the CAS Code.

42. On 16 November 2022, the First Respondent requested that the time limit to file its Answer be fixed after the payment by the Appellant of its share of the advance of costs in accordance with Article R55 para 3 of the CAS Code.

43. On 1 December 2022, the CAS Court Office informed the Parties that the Appellant had paid the full advance of costs and fixed a deadline of twenty days for the Respondents to file their Answers.

44. On 2 December 2022, the Second Respondent requested for a 10-day extension of the deadline to file its Answer, which was granted by the CAS Court Office on the same date.

45. On 9 December 2022, the First Respondent requested for a 15-day extension of the deadline for it to file its Answer.

46. On 12 December 2022, the CAS Court Office acknowledged the First Respondent's request of 9 December 2022 and invited the Appellant to comment on it within 3 days, indicating that "*in the meantime, the First Respondent's deadline to file its Answer* [was] *suspended until further notice from the CAS Court Office*".

47. On 13 December 2022, in the absence of the Appellant's objections expressed by a correspondence dated 12 December 2022, the CAS Court Office granted the First Respondent the requested 15-day extension of the deadline to file its Answer and lifted "*with immediate effect*" the suspension of the deadline which had been granted to the First Respondent to file its Answer.

48. On 14 December 2022, in view of a 15-day extension of the deadline granted to the First Respondent to file its Answer, the Second Respondent requested the CAS Court Office to be granted an additional 5-day extension to file its Answer.

49. On the same date, the CAS Court Office acknowledged the Second Respondent's request and invited the Appellant to comment it within 3 days, indicating that the Second Respondent's deadline to file its Answer had been suspended.

50. Still on the same date, the Appellant informed the CAS Court Office that it had no objections to granting the Second Respondent's request for an additional 5-day extension of the deadline to file its Answer.

51. On 15 December 2023, the CAS Court Office granted the Second Respondent's extension request and lifted the suspension of the deadline which had been granted to the Second Respondent to file its Answer *"with immediate effect"*.

52. On 30 December 2022, the President of the Appeals Arbitration Division of the CAS rendered the Order on Request for a Stay and for Provisional and Conservatory Measures. The operative part of such Order reads as follows:

> "*1. The Application for a Stay and for Provisional and Conservatory Measures requested by Rio Ave on 26 October 2022, in the matter CAS 2022/A/9231 Rio Ave v. Raja Casablanca and Fédération Internationale de Football Association (FIFA), is dismissed.*

2. The costs deriving from the present order will be determined in the final award or in any other final disposition of this arbitration".

53. On 4 January 2023, the Second Respondent requested for "*a final additional*" 10-day extension of the deadline to file its Answer. In the absence of any objection from the Appellant, the CAS Court Office granted such a 10-day extension on 6 January 2022.

54. On 5 January 2023, the First Respondent requested for an additional 10-day extension of the deadline to file its Answer. On 6 January 2022, absent of any objection by the Appellant, the CAS Court Office approved such a deadline extension request.

55. On 13 January 2023, the First Respondent filed its Answer in accordance with Article R55 of the CAS Code.

56. On 16 January 2023, the Second Respondent filed its Answer in accordance with Article R55 of the CAS Code.

57. On 19 January 2023, the CAS Court Office acknowledged the receipt of the Respondents' Answers indicating that the First Respondent had submitted its Answer on 13 January 2023 by email only and requesting it to provide, within three days, the proof of submission of the same by courier or through the CAS e-Filing platform in accordance with the provisions of Article R31 para. 3 of the CAS Code.

58. On that same date, the CAS Court Office informed the Parties, on behalf of the President of the CAS Appeals Arbitration Division and further to Article R54 of the CAS Code, that the Panel appointed to decide the present dispute was constituted as follows:

Sole Arbitrator: Mr Alain Zahlan de Cayetti, Arbitrator in Paris, France.

59. On 21 January 2023, the First Respondent produced its comments in respect of the deadline for the submission of its Answer in these proceedings, including, in particular, the proof of having uploaded the Answer and its exhibits to the CAS e-Filing platform on 19 January 2023. Based on the provided comments, the First Respondent requested that its Answer be considered as filed in time or, alternatively, that the deadline to file its Answer be reinstated.

60. On 23 January 2023, the CAS Court Office acknowledged the receipt of the First Respondent's comments in respect of the deadline for the submission of its Answer and invited the Appellant and the Second Respondent to express their positions in respect of the admissibility of the First Respondent's Answer within the five following days.

61. On 24 January 2023, the Second Respondent expressed its position in respect of the admissibility of the First Respondent's Answer.

62. On 30 January 2023, the Appellant expressed its position in respect of the admissibility of the First Respondent's Answer.

63. On 31 January 2023, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to admit the First Respondent's Answer in these proceedings for the reasons to be given in this arbitral award.

64. On 15 February 2023, after consultation with the Parties, the CAS Court Office informed them that, the Sole Arbitrator had decided that a hearing be held by videoconference in these proceedings.

65. On 21 February 2023, the CAS Court Office issued the Order of Procedure in these proceedings, which was duly signed by the Second Respondent, by the Appellant and by the First Respondent on 21, 27 and 28 February 2023, respectively.

66. On 5 April 2023, a hearing was held by videoconference. The Sole Arbitrator was assisted at the hearing by Mr Björn Hessert, CAS Counsel. In addition, the following persons attended the hearing:

- For the Appellant:
  - Ms Maria Alves, Counsel
  - Ms Thomás Bosak, Counsel
  - Mr Nuno Alexandre Soares de Almeida, Witness
  - Mr João Carlos Pinheiro Paula, Witness

- For the First Respondent:
  - Mr Somaiah Mandepanda Jaya, Counsel
  - Ms Gwenn Le Garrec, Counsel
  - Mr Anis Mahfoud, Witness
  - Mr Evandro Luis Rezende Forte, Observer

- For the Second Respondent:

  - Mr Miguel Liétard Fernández-Palacios, Director of Litigation
  - Ms Cristina Pérez González, Senior Legal Counsel

67. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution and composition of the Arbitral Tribunal. During the hearing, the Parties had the opportunity to present their cases, submit their arguments, to examine and cross-examine the witnesses, and to answer all the questions posed by the Sole Arbitrator.

68. At the end of the hearing, the Parties and their counsels expressly declared that they did not have any objections with respect to the procedure adopted by the Sole Arbitrator and that their rights to be heard had been fully respected.

V. SUBMISSIONS OF THE PARTIES

69. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each contention put forward by them. However, in considering and deciding the Parties' positions, the Sole Arbitrator has carefully considered all the submissions made and the evidence adduced by the Parties, even if there is no specific reference to those submissions in this section of the award or in the legal analysis that follows.

A. The Appellant's Position

70. The Appellant's submissions, in essence, may be summarized as follows:

(i) The Appellant sustains that the Offer cannot be considered as a contract. The Appellant refers to the handwritten words mentioned by the Player when signing the Offer (i.e., "*pour acceptation*") which, in the Appellant's opinion, may be translated into English as "*pending acceptance*". The Appellant concludes that the Offer was a pre-contract or an agreement to enter into further contractual negotiations. The Appellant further refers to constant CAS jurisprudence deriving from the relevant provisions of Swiss law and recognizing an offer which does not contain the parties' agreement on the essential elements of their relationship, as a "pre-contract" as opposed to a "*final agreement*". The Appellant further claims that the Player insisted on receiving and signing "*a proper contract*" with Raja Casablanca prior to his travel to Morocco, in order for him to be contractually bound with Raja Casablanca, and which was not the case. Furthermore, Rio Ave indicates that the draft of the formal employment contract provided to the Player by Raja Casablanca comprised "*several changes concerning the conditions that were being negotiated*". This caused the Player to reconsider his employment with Raja Casablanca or to sign the Employment Contract. The Appellant highlights that had Raja Casablanca considered the Offer as valid and binding, then it would not have deemed it necessary to send to the Player any further "*formal*" contract for signature. Accordingly, by reference to the CAS constant jurisprudence, the Appellant claims that Offer cannot be validly considered as an employment contract, but as a "pre-contract" enabling the Parties to enter into further negotiations. Therefore, the Appellant insists that no termination of an employment contract has been committed by the Player and no compensation is due to Raja Casablanca, for which the Appellant could be held jointly and severally liable.

(ii) Subsidiarily, in the event where the CAS decides to consider the Offer as a valid and binding employment contract between the Player and Raja Casablanca, the Appellant claims that it was not aware of its existence and, accordingly, it is not in breach of the provisions of Article 17 para. 4 of the FIFA RSTP by inducing the Player to terminate such employment contract. The Appellant claims that it was informed by the Player and by his agent, that the former was "*a free agent*". Furthermore, the Appellant submits the extract from the FIFA TMS obtained by

the Appellant at the time of registering the Player, and which does not show any employment relationship involving the Player and a club. In its written submissions, the Appellant has produced several statements of witnesses, including, Mr Nuno Alexandre Soares de Almeida, who was, at the time the Employment Agreement was signed, Rio Ave's Chief of Scouting who contacted the Player, and Mr João Carlos Pinheiro Paula, the FPF-registered intermediary with whom Rio Ave was working at the time of negotiations with the Player. Mr de Almeida has stated, in particular, that at the time of negotiations, Rio Ave made necessary inquiries with the Player's former club and with the FPF in respect of his employment status, as well as relied on the information provided by the intermediary working with it at the time and has not established any employment relationship binding the Player. The same has been confirmed at the hearing by Mr João Carlos Pinheiro Paula. The Appellant considers that it has proven in these proceedings that it has not induced the Player to breach the contract with Raja Casablanca. Accordingly, it may not be found in breach of Article 17 para. 4 of the FIFA RSTP and no disciplinary sanctions may be imposed on it in that respect.

(iii) Finally, the Appellant considers that the amount of compensation ordered by the FIFA DRC in the Appealed Decision is excessive. The Appellant sustains that the Player's contract with Raja Casablanca, if concluded, *quod non*, would have provided for a fixed term of one and a half seasons and for two signature bonuses for the seasons 2021-2022 and 2022-2023. The Appellant considers that the second signature bonus concerning the season 2022-2023 "*cannot be part of compensation*", as there "*cannot be more than one signature prize*", unless the contract is renewed. The Appellant insists that given the fixed term of the alleged contract between Raja Casablanca and the Player, the second bonus could be considered as to "*reward the Player in case he: i) truly became one of Raja's players, and ii) stayed there during the following seasons*" but not as a signature bonus as such. Consequently, the Appellant sustains that the second signature bonus should be excluded from the calculation of compensation ordered in favour of Raja Casablanca and, accordingly, the compensation, if any, must be reduced to "*a total of MAD 900,000*".

71. In view of the above, the Appellant is requesting the CAS for the following relief:

"a*) That the CAS accepts its jurisdiction over the present matter;*

b) That the present appeal be upheld in totum;

c) That the Panel or the Sole Arbitrator renders an award establishing that the Appellant shall not be liable to pay compensation to the First Respondent.

SUBSIDIARILY

a) That the CAS reduces the compensation set in the Appealed Decision to MAD 900,000 (nine hundred thousand Dihrams)

IN ANY CASE

a) That the CAS sets aside the sporting sanctions imposed on the Appellant, for Rio Ave has not induced the Player to breach his contract;

b) that the Respondent(s) are ordered to bear the entire cost and fees of the present arbitration;

c) that the Respondent(s) are ordered to pay the Appellant a contribution towards its legal fees and other expenses incurred in connection with the proceedings in the amount deemed fair by the Panel or the Sole Arbitrator."

B. The First Respondent's Position

72. The First Respondent's submissions, in essence, may be summarized as follows:

73. Firstly, the First Respondent claims that the Offer constitutes a valid and binding contract between itself and the Player based on the relevant provisions of Swiss law (i.e., Articles 319 para. 1 and 320 para. 2 of the Swiss Code of Obligations (the "SCO")) and on the CAS long-standing jurisprudence (e.g., CAS 2015/A/3953 & 3954). Raja Casablanca indicates that the Offer contains all necessary elements to be binding on the parties to the Offer. Raja Casablanca further sustains that, contrary to the allegations of the Appellant, the handwritten words "*pour acceptation*" made by the Player next to his signature under the Offer, was "*to make the signature stronger*" and not to indicate that further negotiations were to follow. Furthermore, Raja Casablanca indicates that the employment contract under its letterhead was a pure formality and that all essential elements contained in the Offer were reiterated in its draft submitted to the Player for signature upon his request.

74. Secondly, Raja Casablanca refers to the relevant provisions of Swiss law and highlights that the real intention of the parties must be sought when interpreting a contract. Raja Casablanca sustains that all the circumstances which followed the signature of the Offer demonstrate that the real intent of the parties was to bind themselves in an employment relationship. Raja Casablanca refers in that regards to the WhatsApp communication between the Player and Raja Casablanca's president, to the purchase by Raja Casablanca of the flight ticket for the Player to visit Morocco, to its assistance in obtaining the Player's visa, etc. In addition, Raja Casablanca's president at the time, Mr Anis Mahfoud, has presented his oral testimony during the hearing and has confirmed the above-mentioned allegations. Consequently, the First Respondent alleges that the signed Offer expressed the parties' intent to enter into a binding employment relationship.

75. Thirdly, in respect of the Appellant's allegations that it was not aware of the existence of any binding employment contract in respect of the Player and that, therefore, Rio Ave cannot be found in breach of Article 17 para. 4 of the FIFA RSTP, Raja Casablanca indicates that it informed the Appellant directly on 24 December 2021 of the Offer and

of the compensation which would be due to Raja Casablanca. The First Respondent further indicates that instead of requesting it for clarifications in respect of the Offer and conducting a proper due diligence in that regard, Rio Ave has decided to ignore Raja Casablanca's notice and to proceed with the registration of the Player. Accordingly, Raja Casablanca highlights the Appellant's alleged negligence, considers its allegations of the contrary as "*baseless and contradictory*" and sustains that the FIFA DRC has righteously imposed the sporting sanctions on Rio Ave.

76. Finally, Raja Casablanca considers that the compensation decided by FIFA is fair. It considers that a signing bonus is a part of the Player's fixed remuneration under the agreement, irrespective of in how many installments it is payable to him, and that, based on the CAS long-standing jurisprudence, such signing bonus must be taken into account when calculating the compensation for breach.

77. In view of the above, the First Respondent is requesting the CAS for the following relief:

"*As to the merits:*

FIRST – To dismiss in full the appeal lodged by Rio Ave;

At any rate:

SECOND - To order the Rio Ave to pay all arbitration costs; AND

THIRD – To order Rio Ave any contribution towards the legal and other costs incurred and regarding the ongoing proceedings in the amount of CHF 20,000 (twenty thousand Swiss Francs)".

C. The Second Respondent' Position

78. Firstly, the Second Respondent sustains that the issues of the existence and validity of an employment contract between the Player and Raja Casablanca and of whether or not such contract has been breached by the Player, fall outside the scope of these Appeal proceedings, since the Player has not challenged the Appealed Decision and is not a party to these proceedings. The Second Respondent claims that: "*In the absence of the Player, the elements of the original horizontal dispute that concern the validity of the contractual relationship between Raja and the Player or the termination by the Player without just cause cannot be challenged or revisited*". Accordingly, in FIFA's view, the only issue to be ruled on by CAS is whether or not the Appellant has induced the Player to breach the agreement with Raja Casablanca in the meaning of Article 17 para. 4 of the FIFA RSTP, and, in the affirmative, what the legal consequences of such inducement are.

79. Secondly and for the sake of response to the Appellant's allegations, FIFA sustains that the Offer is a contract and that the Player's remark "*pour acceptation*" means clearly "*for acceptance*" (i.e., "*in acceptance of its terms*"), as opposed to the Appellant's claims to the contrary. In addition, FIFA highlights that, based on the CAS constant

jurisprudence, for a contract to be valid and binding, it must include certain essential conditions, which were contained in the Offer. With reference to the Appellant's allegations that a subsequent "*formal*" employment contract sent by Raja Casablanca to the Player included changes in the terms of his employment compared to those provided in the Offer, FIFA indicates that such changes, if any, concerned "*mere 'secondary terms' mostly related to clarifications on aspects that were already clear enough from the wording of the Offer and/or clarifications that did not affect the essential contractual terms that had already been agreed through the signature of the Offer*". Accordingly, in FIFA's view, the fact that the Player decided not to honour the Offer creates on his part a breach of the contract with Raja Casablanca.

80. Thirdly, FIFA sustains that, based on Article 17 para. 1 of the FIFA RSTP, a party breaching a contract must pay a compensation to the other party. FIFA insists that the Appellant is jointly and severally liable with the Player to pay the compensation due to Raja Casablanca on the grounds of the provisions of Article 17 para. 2 of the FIFA RSTP and the relevant CAS constant jurisprudence. FIFA clarifies the principles of the calculation of the compensation as applied by the FIFA DRC in the Appealed Decision based on the FIFA and CAS long-standing jurisprudence. FIFA considers that the amount of compensation has been calculated correctly and all Appellant's allegations to the contrary must be dismissed.

81. Fourthly, FIFA indicates that, for the sporting sanctions referred to in the provisions of Article 17 para. 4 of the FIFA RSTP to be validly imposed, two conditions must be met: (i) the breach of an existing employment contract should occur within the protected period and (ii) the new club should be presumed to have induced the player to breach the existing employment contract, unless proven otherwise. FIFA highlights that it is undisputed that the breach of the agreement between Raja Casablanca and the Player occurred within the protected period. As to the presumption that the Appellant has induced the Player to breach the said contract, FIFA indicates that no sufficient proof of the contrary has been produced in these proceedings. FIFA indicates that the extract from the FIFA TMS was made after the Employment Contract was signed. In addition, FIFA highlights that the Appellant has failed to conduct its due diligence, "*willfully ignoring the likelihood of a contract*" after it was informed by Raja Casablanca of the existence of the Offer and of the compensation to be paid by it and by the Player. Accordingly, FIFA is of the opinion that the sporting sanctions have been imposed correctly on the Appellant.

82. In view of the above, the Second Respondent is requesting the CAS for the following relief:

"*(a) rejecting the reliefs sought by the Appellant and dismissing the appeal in full;*

(b) confirming the Appealed Decision; and

(c) ordering the Appellant to bear all costs incurred with the present procedure".

VI. JURISDICTION

83. Article R47 para. 1 of the CAS Code states:

"*An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.*"

84. Article 57 para. 1 of the FIFA Statutes states:

"*Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question*."

85. The "*Note Related to the Appeal Procedure*" contained in the Appealed Decision provides as follows:

"*According to article 57 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.*"

86. In consideration of the provisions mentioned above and of the fact that (a) the jurisdiction of the CAS is not contested by the Parties, and (b) the Parties have expressly recognized the jurisdiction of the CAS by signing the Order of Procedure, the Sole Arbitrator is satisfied that the CAS has jurisdiction to decide the present matter.

VII. ADMISSIBILITY

87. Article R49 of the CAS Code provides in its pertinent parts, what follows:

"*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against*."

88. Article 57 para. 1 of the FIFA Statutes provides:

"*Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question*."

89. The grounds of the Appealed Decision were notified to the Parties on 5 October 2022. The Appellant filed its Statement of Appeal with the CAS on 26 October 2022, hence within the 21-day term established by the applicable regulations. The Statement of Appeal further complied with the requirements of Article R48 of the CAS Code. It follows that the Appeal is admissible.

VIII. OTHER PROCEDURAL ISSUES

Admissibility of the First Respondent's Answer

90. The Appellant argues that the First Respondent's Answer had been submitted after the expiry of the fixed deadline. In the Appellant's opinion, the First Respondent, "*by being negligent*", has failed to upload the Answer to the CAS e-Filing platform or send it by courier, as required by the provisions of Article R31 para. 3 of the CAS Code, within the given deadline. Therefore, the "*only possible outcome*" is to consider the First Respondent's Answer as inadmissible.

91. Article 31 para. 3 of the CAS Code, states as follows:

> "*The request for arbitration, the statement of appeal and any other written submissions, printed or saved on digital medium, must be filed by courier delivery to the CAS Court Office by the parties in as many copies as there are other parties and arbitrators, together with one additional copy for the CAS itself, failing which the CAS shall not proceed. If they are transmitted in advance by facsimile or by electronic mail at the official CAS email address (procedures@tas-cas.org), the filing is valid upon receipt of the facsimile or of the electronic mail by the CAS Court Office provided that the written submission and its copies are also filed by courier or uploaded to the CAS e-filing platform within the first subsequent business day of the relevant time limit, as mentioned above*".

92. The Sole Arbitrator observes that the initial deadline fixed by the CAS Court Office on 1 December 2022 for the First Respondent to file its Answer, expired on 21 December 2022.

93. On 9 December 2023, the First Respondent requested the CAS Court Office to extend the said deadline by 15 days and, in any event, to suspend it until the CAS Court Office's decision on such request is issued.

94. On 12 December 2023, the CAS Court Office granted the First Respondent's request for suspension of the deadline to file its Answer until further notice from the CAS Court Office.

95. On 13 December 2023, the CAS Court Office granted the 15-day extension of deadline for the First Respondent to file its Answer and lifted the suspension of such deadline with immediate effect.

96. Considering (i) the 15-day extension request granted by the CAS Court Office to the First Respondent for the submission of its Answer, and (ii) the suspension of the said deadline for the period from 9 to 12 December 2023, inclusively, the Sole Arbitrator finds that the new deadline for the First Respondent to file its Answer was on 9 January 2023.

97. On 5 January 2023, the First Respondent requested the CAS Court Office for an additional and final delay of ten days to file its Answer in these proceedings, which was granted on the same date.

98. Consequently, the Sole Arbitrator establishes that the final deadline for the First Respondent to submit its Answer was 19 January 2023.

99. In these conditions, the Sole Arbitrator notes that on 13 January 2023, *i.e.*, 6 days prior to the expiry of the fixed deadline, the First Respondent filed its Answer by email and, on 19 January 2023, i.e., on the last day of the fixed deadline, following the CAS Court Office's notification of the absence of the First Respondent's Answer in the CAS e-Filing platform sent on the same date, the First Respondent uploaded the documents therein in accordance with the provisions of Article 31 para. 3 of the CAS Code.

100. In view of the above, the Sole Arbitrator finds that the First Respondent's Answer has been filed in time and in accordance with the relevant provisions of the CAS Code.

101. Consequently, the Sole Arbitrator considers the First Respondent's Answer in these proceedings to be admissible and dismisses accordingly the Appellant's claims to the contrary.

IX. APPLICABLE LAW

102. Article R58 of the CAS Code reads as follows:

> "*The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision*."

103. Article 56 para. 2 of the FIFA Statutes provides:

> "*The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law*."

104. The Sole Arbitrator notes the absence of any explicit choice by the Parties of the law applicable to the Offer, being the subject of these proceedings.

105. Consequently, the Sole Arbitrator concludes that the FIFA regulations, in particular, the FIFA RSTP, shall apply primarily to the matter at hand and, subsidiarily, Swiss law, based on Article R58 of the CAS Code in conjunction with Article 56 para. 2 of the FIFA Statutes.

X. MERITS

Scope of the Appeal

106. The Sole Arbitrator observes that, in accordance with a fundamental legal principle of *ne ultra petita*, his competence is limited to the recognition and examination of the requests for relief and submissions made to him, subject to their acceptability.

107. The said principle derives from the provisions of Article 190(2)(c) of the Swiss Private International Law Statute, which states that "[p]*roceedings for setting aside the award may only be initiated […] where the arbitral tribunal has ruled beyond the claims submitted to it, or failed to decide one of the claims*".

108. The Sole Arbitrator stresses on the fact that, although he has a *de novo* power to review the issues submitted to him in appeal proceedings, based on the provisions of Article R57 para. 1 of the CAS Code *("[t]he Panel has full power to review the facts and the law"*), his competence in that respect remains within the scope of the requests for relief submitted for his review. Such limitation, as well as the application of the legal principle of *ne ultra petita*, have been confirmed on numerous occasions by the CAS long-standing jurisprudence (e.g., TAS 2014/A/3866, CAS 2016/A/4384).

109. In particular, in the matter CAS 2011/A/2654, the panel stated that: "*The Appellant did not bring the* [third party] *into these proceedings and the scope of the Panel's review is limited to those prayers that the Respondent is the subject of*".

110. Accordingly, the Sole Arbitrator shall limit its review to the issues which fall in the scope of this Appeal and shall dismiss all other matters which are raised by the Appellant and which are considered to have been entered into force.

111. Therefore, by application of the principles mentioned above, the Sole Arbitrator finds that the FIFA DRC's decisions on all such issues involving the Player, namely, those relating to (i) the existence of a contract deriving from the accepted Offer, (ii) the termination of the employment agreement between the Player and Raja Casablanca without just cause and (iii) the compensation to Raja Casablanca imposed on the Player, fall outside the scope of these appeal proceedings.

112. Consequently, considering the facts in dispute and taking into account the content of the Parties' submissions, the main issues to be resolved by the Sole Arbitrator is as follows:

(i) Has Rio Ave induced the Player into breaching the employment agreement with Raja Casablanca?

In the affirmative,

(ii) What are the consequences resulting therefrom?

(i) Has Rio Ave induced the Player into breaching the employment agreement with Raja Casablanca?

113. For the reasons mentioned in para. 70 (ii) above, the Appellant claims that it has not induced and cannot be considered as liable for having induced the Player into breaching his employment agreement with Raja Casablanca.

114. In that regard, Rio Ave argues that, at the time of signing the Employment Contract, it was not aware of any agreement entered into between the Player or any other club, including, in particular, Raja Casablanca. It further claims that it has not discovered any information pertaining to the existence of an employment agreement binding the Player to any club in the FIFA TMS and no such information was provided to him by the Player or his agent.

(a) Legal considerations

115. Article 17 para. 4 of the FIFA RSTP provides as follows:

"*In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period.* ***It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach****. […]*" (emphasis added).

The protected period

116. The protected period referred to in Article 17 para. 4 of the FIFA RSTP is defined in the "Definitions" section of the FIFA RSTP as follows:

"*a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional*".

Definition of inducement

117. Based on the CAS long-standing jurisprudence, "[a]*n inducement is an influence that causes and encourages a conduct*" (CAS 200/A/1358, CAS 2018/A/5680). "*Further, "the inducing party must: (i) have an intention to induce a breach of the contract (...) and (ii) actually realize that it will have this effect and* ***it does not matter if the inducing party ought reasonably to have this realization****" (as per LEWIS/TAYLOR, Sport: law and Practice, 2nd Edition, Tottel publishing 2008, p. 701)*" (CAS 2018/A/5680) (emphasis added).

Burden of proof of non-inducement

118. Article 12 para. 3 of the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (January 2021 edition) states, in particular that "[a]*ny party claiming a right on the basis of an alleged fact shall carry the burden of proof*".

119. The same principle of the burden of proof derives from the provisions of Article 8 of the Swiss Civil Code ("*Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact*"), which has been confirmed on numerous occasions by the CAS long-standing jurisprudence (CAS 2010/A/2160, CAS 2016/A/4580, CAS 2019/A/6095).

120. In such matters, the existence of inducement is presumed automatically against the new club on the grounds of the provisions of Article 17 para. 4 of the FIFA RSTP and the CAS jurisprudence is consistent in that regards (e.g., CAS 2013/A/3411, CAS 2014/A/3739, 3749, CAS 2015/A/3953 & 3954, CAS 91/56).

121. In particular, in the matter of CAS 2007/1/1358, the panel decided that:

"*the* [FIFA] *DRC stated that as per art. 17(4) of FIFA Regulations, a club seeking to register a player, who has unilaterally breached a contract during the protected period, will be presumed to have induced a breach of contract. This means that* [the club] *had the burden to demonstrate that it should not be held liable for having induced the Player to breach the contract*" (CAS 2007/A/1358, page 6).

122. In the matter of CAS 2015/A/3953 & 3954, it was ruled that:

"*Article 17.4 RSTP sets the presumption that a club signing a player who has terminated his contract without just cause has induced that player to commit a breach. In order to rebut this presumption, the club must establish the contrary*" (CAS 2015/A/3953 & 3954 executive summary, para. 4).

123. The evidence provided by a new club is appreciated on a case-by-case basis. In that respect, the panel in CAS 2015/A/3953 & 3954 has ruled as follows:

"The question of inducement (under Article 17.4 RSTP) is evaluated on a case by case basis. The CAS jurisprudence can only give guidance as each case differs from the case at hand. The RSTP commentary refers clearly to the moment of the signing as the breach of contract. Therefore, from the interpretation of the wording "that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach (emphasis added)"*, it is suggested that the club's actions and knowledge at the moment of the signing are relevant, since the player terminates his contract with the old club at this moment at the latest. This interpretation meets with CAS jurisprudence insofar as in all the cases where the new club was considered to have induced the player, it was evident that the new club knew or should*

have known about the contractual situation of the player at the moment of signing." (CAS 2015/A/3953 & 3954, executive summary, para. 5).

124. Similarly, in case CAS 2014/A/3739 & 3749, the CAS panel has stated that *"[t]he new club can face difficulty finding the evidence to rebut the presumption of inducement, whilst the potential sanction may be seen as "strong" for poor due diligence, as opposed to active poaching"* (executive summary, para. 4).

125. In case CAS 2015/A/3953 & 3954, the CAS panel mentioned numerous cases in the CAS jurisprudence, as follows:

"59. In order to answer these questions, the Panel considers the following CAS jurisprudence:

- CAS 2005/A/916: AS Roma was considered to have induced the Player since it knew about the contractual situation with AJ Auxerre and even met with the former club to discuss the transfer.

- CAS 2007/A/1358: "An inducement is an influence that causes and encourages a conduct". *In this case, neither DRC nor CAS considered that Rapid had induced the player to terminate the contract since (a) at the time when Rapid concluded an agreement with the player, the player alleged to have a contract with a club in Cameroon; (b) Rapid concluded a transfer agreement with this club in Cameroon; (c) an ITC was rendered and Rapid was not obliged to doubt the validity of such ITC by the Football Association of Cameroon. Therefore, Rapid was completely clueless that the player was bound by a valid contract with FC Pyunik Yerevan.*

- CAS 2013/A/3093: FC Nantes faced sporting sanctions because it was well aware of the player's contractual situation with his former Club. Nantes did not conclude any transfer-agreement before signing an employment contract with the player, although it was aware of the contract and the transfer fee asked by Al Nasr.

- CAS 2010/A/2196: Al Qadsia was considered to have induced the player to breach his contract with Kazama (inter alia) because (a) since Al Qadsia played in the same league as Kazama, it was well aware of the contractual situation of the player with Kazama; (b) Kazama had approached Al Qadsia as soon as it heard rumours about a transfer of the player to Al Qadsia and informed that the player still had a contract with Kazama.

- CAS 2008/A/1568: In this case, CAS overruled the DRC's decision, declining an inducement by Wil although Wil was informed by Naftex before *signing a contract with the player. CAS took into account that Wil made investigations through its lawyer with respect to the contractual situation. Furthermore, CAS considered that a sport management firm was involved which made the situation very complicated for Wil. In conclusion, CAS held that Wil did not induce the player to breach the contract.*

- CAS 2008/A/1453: Mainz was not considered to have induced the player who was at the time of signing registered with an Ecuadorian club and not with Once Caldas

(Colombian club) with whom the player still had an ongoing employment contract. CAS held that there was no evidence at the time of signing the contract with the player and Mainz was only informed about a possible breach by the player after it had signed the contract with him. Mainz furthermore tried to resolve the situation. CAS considered that Mainz was caught up in a dispute which it did not cause.

Considering these cases carefully, the Panel holds that the question of inducement is evaluated on a case by case basis. Therefore, the cited jurisprudence can only give guidance as each case differs from the case at hand." (CAS 2015/A/3953, 3954, para. 59).

126. In the matter at hand, the Sole Arbitrator shall appreciate the pertinence of the evidence presented by the Appellant as to whether or not the Appellant had induced the Player by influencing him to breach his employment contract with the First Respondent.

Date of appreciation of the proof in respect to an inducement

127. The CAS' constant jurisprudence holds that the date on which an inducement must be appreciated, is the date on which the player is deemed to have breach her/his existing employment agreement which corresponds to the date on which such player signs the employment agreement with the new club.

128. In that respect, in the matter CAS/A/3953 & 3954, the CAS panel ruled as follows:

"61. As to the question, if only the actions taken by a club before the signing can be relevant, the Panel holds that from a formal point of view, the Player terminated the Hapoel Agreement when signing the contract with the Appellant 1 on 15 June 2011 (RSTP commentary, p. 56, which refers clearly to the moment of the signing as the breach of contract – following the note that the role of the second club with respect to this breach must be ascertained). Therefore, from the interpretation of the wording '*that any club* ***signing*** *a professional who* ***has terminated his contract*** *without just cause has induced that professional to commit a breach*' (emphasis added) *it is suggested that the club's actions and knowledge at the moment of the signing are relevant, since the Player terminates his contract with the old club at this moment at the latest. This interpretation meets with CAS jurisprudence insofar as in all the cases where the new club was considered to have induced the player, it was evident that the new club knew or should have known about the contractual situation of the player at the moment of signing (CAS 2005/A/916, CAS 2010/A/2196, CAS 2013/A/3093)." (para. 61)*

(b) Application to the matter at hand

129. The Sole Arbitrator shall address the issue of determining the Appellant's actions and knowledge at the time it entered with the Player into the employment agreement.

130. The Sole Arbitrator notes that none of the Parties disputes the fact that the breach of the employment contract between the Player and Raja Casablanca has occurred during the protected period.

131. Therefore, in view of the legal considerations above and, in particular, of the presumption of inducement imposed by the provisions of Article 17 para. 4 of the FIFA RSTP, the only issue to be addressed by the Sole Arbitrator in order to establish whether or not Rio Ave has induced the Player to breach his employment contract with Raja Casablanca within the protected period, is to determine whether Rio Ave has successfully discharged its reversed burden of proof in that respect.

(a) Factual considerations

132. Rio Ave produces certain arguments and evidence in support of its allegations aiming at establishing that Rio Ave was not aware of the existence of any employment agreement binding the Player at the time of the signature of the Employment Contract.

133. The Sole Arbitrator shall examine such evidence, taking into account that any evidence of the absence of inducement shall be appreciated on 20 December 2021, date on which the Employment Agreement was signed.

134. **Firstly**, the Appellant declares that, on 20 December 2021, it was not aware of the existence of the Offer. The Appellant further declares that, at the time it had initiated the negotiations with the Player in October and November 2021, the Player was out of contract since June 2021 and that his last club was Royal Excel Mouscron, as this is shown by the TMS extract dated 2 January 2022.

135. However, such TMS report requested by the Appellant on 2 January 2021 was collected at least thirteen days after the signature of the Employment Contract and therefore cannot be considered as establishing that Rio Ave had properly conducted a reasonable due diligence by verifying the status of the Player with the FIFA TMS' records prior to entering into such Employment Contract.

136. **Secondly**, the Appellant declares that both the Player and his agent have informed it that the Player was "a free agent".

137. In its witness testimony which he confirmed during the hearing, Mr. Joao Carlos Pinheiro Paula, a professional football intermediary, has declared what follows:

"I confirm that I was mandated by Rio Ave to search for a new winger in October 2021, and that I got in touch with Fabrice Olinga, who was unemployed and had no contract at the time, and offered him to Rio Ave, but, at first, the deal was not completed.

I confirm that if I was aware, or if the club was aware, that the player had signed any document (event if it was not a contract) with Raja Casablanca, the negotiations would have stopped immediately.

I confirm that, once Rio Ave received the offer, their staff checked the Player's TMS information to assess whether he was in contract with another club or not, and the information found that he was not. They informed me that this last registration had been with the Belgian club Mouscron, which is why, when ITC was requested, Mouscron and

the Belgian FA took part in the transfer in TMS, not Raja Casablanca or the Moroccan FA.".

138. Therefore, in his testimony reproduced above, Mr. Joao Carlos Pinheiro Paula declared that he did not directly conduct any such verification to assess whether the Player was in contract with another club, but that he was informed by the Appellant that the latter had proceeded with such verification the result of which was negative.

139. Concerning the testimony of Mr. Nuno Alexandre Soares de Almeida, he stated what follows:

"I am Rio Ave's Sporting Director since 1st of July of 2022 and I am in charge, alongside the club's president, of the negotiations involving player's transfers in and out of the club. Between January 2020 and July 2022, I was the club's Chief of Scouting.

I confirm that the Cameroonian player Fabrice Olinga Essono was offered to Rio Ave by the Portuguese intermediary Joao Pinheiro, who is also a witness in this proceeding. I confirm that, at the time, both the Player and the intermediary affirmed that the latter was a free agent, and thus available for signing by Rio Ave without any costs.

I confirm that, once Rio Ave receive the offer, our staff checked the Player's TMS information to assess whether he was in contract with another club or not, and the information found was that he was not. His last registration had been with the Belgian club Mouscron, which is why, when an ITC was requested, only the Belgian FA took part in the transfer in TMS, not the Moroccan FA. […]".

140. Furthermore, during the hearing, Mr. Nuno Alexandre Soares de Almeida stated, in particular, that at the time of negotiations, Rio Ave made necessary inquiries with the Player's former club and with the FPF in respect of his employment status. However, neither Mr. Almeida nor the Appellant have supported Mr. Almeida's declarations by any evidence in respect of the nature or the scope of such inquiries or of any results thereof.

141. The statements of both witnesses, who appear to be interested parties because of their past or current relationship with the Appellant, have provided indirect testimonies which demonstrate that no serious verifications have been made by them personally.

142. **Thirdly**, the Sole Arbitrator observes that the Appellant has declared in his position before the FIFA DRC dated 5 May 2022, that:

"Once the Claimant [Raja Casablanca] became aware that the Player ***was going to sign with Rio Ave****, it sent him and the Second Respondent a notice [notice of 24 December 2021] saying they would be liable to pay compensation for breach of contract."* (emphasis added) (para. 8).

143. This declaration was confirmed in the Appeal Brief as follows:

"Once the First Respondent became aware that the Player ***was going to sign with Rio Ave****, it sent him and the Appellant a notice [notice of 24 December 2021] saying they would be liable to pay compensation for breach of contract."* (emphasis added) (para. 10 of Part II of the Appeal Brief, *'As to the Facts and the Proceedings'*).

144. The Sole Arbitrator further observes that the correspondence exchanged between the Player and the First Respondent on 20 December 2021 (Exhibit 2 to the First Respondent's Answer) contains the following exchanges:

"20/12/2021 à 11:12 - Anis Mahfoud: Bonjour Fabrice
20/12/2021 à 11:13 - Anis Mahfoud: J'espère que tu vas bien aujourd'hui
20/12/2021 à 11:14 - Anis Mahfoud: Je t'envoie le contrat modifié aujourd'hui
20/12/2021 à 14:58 - Fabrice Olinga: Bonjour président
Jespère que vous allez bien
20/12/2021 à 15:45 - Fabrice Olinga: J'espère vraiment que je pourrais l'avoir dans les temps Mr le président.
Bonne chance à vous pour le match
20/12/2021 à 19:26 - Anis Mahfoud: DOC-20211220-WA0092. (fichier joint)
Contrat - FABRICE OLINGA ESSONO.pdf
20/12/2021 à 19:27 - Anis Mahfoud: Comme convenu Fabrice
20/12/2021 à 19:40 - Fabrice Olinga: Bien reçu Mr président
20/12/2021 à 19:40 - Anis Mahfoud: Merci Fabrice
20/12/2021 à 19:41 - Fabrice Olinga: J'avais une dernière question
La commission est déjà acte ?
20/12/2021 à 19:41 - Anis Mahfoud: Oui. Tout est en ordre.
J'ai tout géré.
20/12/2021 à 19:55 - Anis Mahfoud: Comme expliqué au téléphone, voilà la réponse aux points soulevés :
1. C'est un contrat d'une année et demi renouvelable une année automatiquement, soit 2,5 ans.
Les chiffres et les montants confirment ce principe.
2. Les sommes sont exactement les mêmes que ceux indiques dans l'offre partagée et acceptée
3. Il n'y a pas de copie en Arabe. Le seul document est celui en français
4. Le Club ne fait jamais d'opérations de droit d'image et il n y a pas de retombées financières en la matière
5. La prime du rendement est applicable à tous les matchs.
20/12/2021 à 22:21 - Fabrice Olinga: Bonsoir Président
J'ai essayé d'être correct jusqu'à la fin mais il y'a des choses qui n'ont pas été bien fais.
Je ne pourrais honorer ma parole car ma femme et ma famille on décide autre chose.
Merci beaucoup pour l'intérêt porter à mon image et à ma personne , je serais un supporter de plus du raja mais je ne voyagerais pas".

145. Therefore, on the 20 December 2021, the Player has not informed, and has shown no intent to inform, the First Respondent of the signature of the Employment Contract. One would also wonder whether the Employment Contract was signed on 20 December 2021

and not at some later point, on or around the date on which the Appellant has received the default notice of 24 December 2021.

146. **Fourthly**, the Appellant appears to have ignored the relevance of the default notice of 24 December 2021 and has proceeded with the registration of the Employment Contract with the FIFA TMS on 2 January 2022.

147. Moreover, it was only on 11 January 2022 that Rio Ave replied to Raja Casablanca's notice of 24 December 2021, informing the latter of the signed Employment Contract and alleging that it was not aware that the Player was bound by any other employment contract with any other club.

148. During the hearing, the Appellant's counsels have indicated that the delayed reply to Raja Casablanca's default notice was caused by obtaining, in the meantime, of two legal opinions which would have advised it in that respect. However, the Appellant has not supported these allegations with any related evidence.

149. This being said, assuming *arguendo* that Rio Ave was indeed during that time expecting to receive some legal comfort from legal professionals, it would have been expected from it to withhold the registration of the Employment Contract with FIFA TMS. On the contrary, Rio Ave has decided to first register the Employment Contract with FIFA TMS before seeking for such alleged legal opinions.

150. Therefore, based on the conditions above, the Sole Arbitrator finds the Appellant's evidence submitted in these proceedings to be lacunary and inconclusive for the Appellant's attempt to successfully rebut the burden of proof of absence of inducement under the provisions of Article 17 para. 4 of the FIFA RSTP.

151. As a conclusion on this issue, by application of the provisions of Article 17 para. 4 of the FIFA RSTP and in line with the CAS constant jurisprudence mentioned above, the Sole Arbitrator finds that Rio Ave is presumed to have induced the Player to commit a breach of the employment agreement with Raja Casablanca.

(ii) What are the consequences resulting therefrom?

152. In the Appealed Decision, the FIFA DRC held Rio Ave and the Player jointly and severally liable to pay to Raja Casablanca a compensation as a result of the Player's unlawful termination of his employment contract with the latter. In addition, the FIFA DRC has imposed disciplinary sanctions on both the Player and Rio Ave in accordance with the provisions of Articles 17 paras. 3 and 4 of the FIFA RSTP, respectively.

153. The Appellant requests the Sole Arbitrator to overturn such FIFA DRC decision and, subsidiarily, to reduce the amount of the compensation awarded to Raja Casablanca.

154. The Sole Arbitration shall address these issues in turn.

(a) Disciplinary and sporting sanctions on the Appellant

155. Article 17 para. 4 provides what follows:

> "*In addition to the obligation to pay compensation,* ***sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period****. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 of these regulations in order to register players at an earlier stage*" (emphasis added).

156. By analogy with the disciplinary and sporting sanctions imposed on the Player, the CAS constant jurisprudence provides that: "[a] *literal interpretation of Article 17.3 RSTP implies the duty of the competent body to impose sporting sanctions on a player who has breached his contract during the protected period: 'shall' is obviously different from 'may'. Consequently, if the intention of the RSTP was to give the competent body the discretion to impose a sporting sanction, it would have employed the word 'may' and not 'shall'*" (CAS 2015/A/3953-3954, CAS 2017/A/4935).

157. In that respect, such principle has been applied by the panel in the cases CAS 2020/A/7310 & 7322 in respect of the interpretation of Article 17 para. 4 of the FIFA RSTP.

158. In view of the conclusions made in para. 151 above, confirming the presumption that Rio Ave has induced the breach by the Player of the employment contract with Raja Casablanca, in accordance with the provisions of Article 17 para. 4 of the FIFA RSTP and taking into account the CAS constant jurisprudence mentioned above, the Sole Arbitrator finds that sporting sanctions shall be imposed on Rio Ave, as decided by the FIFA DRC in the Appealed Decision.

(b) The Appellant's joint and several liability

159. Article 17 para. 2 of the FIFA RSTP provides that: "*[…] If a professional is required to pay compensation, the professional and his new club* ***shall*** *be jointly and severally liable for its payment. […]*" (emphasis added).

160. The Sole Arbitrator observes that the word "*shall*" and not "*may*" must be interpreted as establishing an automatic joint and several liability on the new club, regardless of any other circumstances or inducement.

161. This position is consistent with the CAS long-standing jurisprudence which provides what follows:

"*In addition, the well-established jurisprudence of FIFA DRC and CAS according to which the joint and several liability of the new club is automatic (CAS 2015/A/3953 & 3954) shall be taken into account. In other words, the new club's liability is independent from the issue whether the new club has committed an inducement. It is also independence* [sic] *from the issue whether the new club knew about the previous employment contract or not*" (CAS 2020/A/7310 & 7322, para. 169).

162. On that same line, in CAS 2007/A/1358, the CAS panel decided what follows:

"*50. The Panel notes that AFC Rapid did not appeal against the DRC Decision and, therefore, has not challenged explicitly its joint and several liability in respect of such compensation as the Player is ordered to pay to FC Pyunik. However, AFC Rapid requested this Panel to establish that the Appellant is not entitled to any compensation.*

51. The Panel decides, in any event, to uphold the position of the DRC in this regard.

52. According to art. 17 para. 2 of the FIFA Regulations, AFC Rapid, as the Player's new club, is jointly and severally liable with the Player for the payment of the applicable compensation. ***This liability is independent of any possible inducement by or involvement of AFC Rapid to a breach of contract, as confirmed by the CAS (Cf. CAS 2006/A/1100; CAS 2006/A/1141 and CAS 2007/A/1298, 1299 & 1300*****).***" (CAS 2007/A/1358, para. 50 to 52) (emphasis added).

163. In the CAS case CAS 2013/A/3149, the CAS panel concluded as follows:

"*Such provision plays an important role in the context of the compensation mechanism set by Article 17 RSTP. As the Appellant correctly points out, also by reference to CAS precedents, Article 17.2 is aimed at avoiding any debate and difficulties of proof regarding the possible involvement of the new club in the player's decision to terminate his former contract, and at* ***better guaranteeing the payment of whatever amount of compensation the player is required to pay to his former club*** *on the basis of Article 17.* ***It is in fact clear that the new club will be responsible, together with the player, for the payment of compensation to the former club, regardless of any involvement or inducement to breach the contract, and without considering its good or bad faith***" (CAS 2013/A/3149, para. 99) (emphasis added).

164. The same conclusion has been reached by the panels in the CAS cases CAS 2007/A/1298-1300, CAS 2008/A/1568, CAS 2016/A4843 and CAS 2020/A/6996 & 7006.

165. In the matter at hand, the Sole Arbitrator finds that the Appellant's claim to be discharged from any compensation for absence of inducement, is inconsistent with the abovementioned regulations and jurisprudence, and shall be dismissed.

(c) The compensation issue

166. Subsidiarily, the Appellant claims for the reduction of the compensation for the payment for which it would have been found to be jointly and severally liable.

167. The Sole Arbitrator observes that the compensation resulting from the Player's breach of contract, stems from the provisions of Article 17 para. 2 of the FIFA RSTP:

> *"[…] If* ***a professional is required*** *to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. […]*" (emphasis added).

168. In that respect, the Sole Arbitrator refers to the long-established CAS jurisprudence and, in particular, to the case CAS 2013/A/3149 where the CAS panel decided that the "new" club's joint liability is independent of the fact of inducement and has subsequently concluded what follows:

"*This finding, however, has an important additional implication: being jointly liable for the payment of compensation, Avaí has a standing to answer the Second Respondent's claim for compensation and, consequently,* ***has a standing to challenge before CAS the Decision also in the portion relating to the quantification of the damages, as it directly affects its position***" (CAS 2013/A/3149, para. 109) (emphasis added).

169. Accordingly, the Sole Arbitrator shall address the Appellant's request for relief in respect of the reduction of the compensation to be payable by it jointly and severally with the Player, as it directly affects its rights and obligations.

170. In the matter at hand, the FIFA DRC has calculated the compensation due by the Player to Raja Casablanca by applying the method of the average between the Player's remuneration under the old and new employment contracts:

"*In continuation, the Chamber recalled that the remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract due by a player to his former club. In particular, the Chamber explained that its standard practice is to calculate the average between the player's remuneration with his former club and his remuneration with the new club, for the exact same period of time comprised between the early termination of the employment contract with the old club and the original expiry date of such contract. In case substantial evidence thereof is provided by the club, the Chamber might additionally grant the damaged club the non-amortised transfer fee paid for the player in breach and/or the actual costs incurred by the damaged club in order to replace the leaving player*" (Appealed Decision, para. 74).

171. Article 17.1 of the FIFA RSTP provides as follows:

"*In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any*

other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.

[…]

ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract."

172. In view of the criteria applicable to the calculation of the compensation for breach, mentioned in Article 17.1 of the FIFA RSTP, the CAS panel in the case CAS 2007/A/1298-1300 has decided, in particular, as follows:

"*[…] the Panel finds it more appropriate to take account of the fact that under a fixed-term employment contract of this nature both parties (club and player) have a similar interest and expectation that the term of the contract will be respected, subject to termination by mutual consent. Thus, just as the Player would be entitled in principle to the outstanding remuneration due until expiry of the term of the contract in case of unilateral termination by the club [subject it may be, to mitigation of loss], the club should be entitled to receive an equivalent amount in case of termination by the Player. This criterion also has the advantage of indirectly accounting for the value of the Player, since the level of his remuneration will normally bear some correlation to his value as a Player. […]*" (CAS 2007/A/1298-1300, para. 86).

173. The Sole Arbitrator observes that the Offer does not include any explicit provision with respect to the amount of compensation to be paid in the event of its termination without just cause.

174. Accordingly, the Sole Arbitrator shall proceed with the calculation of the compensation due by the Player to Raja Casablanca, for which Rio Ave shall be jointly and severally liable, based on the amount of the Player's remuneration under the Offer.

175. **Firstly**, the Sole Arbitrator observes that the Offer was concluded for one and a half years, starting from 1 January 2022, with a possibility of renewal for one year upon expiry.

176. Consequently, the fixed duration of the Offer to be taken into account for the calculation of the compensation due shall be 18 months.

177. **Secondly**, the Offer provided for the Player's monthly salary in the amount of MAD 25,000, during the fixed term mentioned above. Accordingly, the total amount of salary which the Player would have received from Raja Casablanca for 18 months, is MAD 450,000.

178. **Thirdly**, the Sole Arbitrator notes that the Offer provided for the signing bonus to be paid to the Player in the total amount of MAD 1,750,000 (MAD 450,000 for the first six months (season 2021/2022) and MAD 1,300,000 for the remaining twelve months (season 2022/2023) of his employment with Raja Casablanca).

179. The Sole Arbitrator notes the Appellant's position sustaining that the signing bonus in the amount of MAD 1,300,000 due for the season 2022/2023 should not be taken into consideration for the calculation of the compensation due, given that a signing bonus, based on its nature, may be paid only once and any subsequent payment of such bonus is conditioned by the renewal of the employment contract.

180. The Sole Arbitrator cannot endorse the Appellant's arguments in that respect taking into account the fixed duration of the Offer and, therefore, the absence of any conditions for its renewal for the season 2022/2023. Accordingly, the signing bonus for the season 2022/2023 shall be considered as part of the Player's fixed remuneration under the Offer.

181. **Fourthly**, the Sole Arbitrator takes into account that the Offer provides for the payment to the Player by Raja Casablanca of a performance bonus in the total amount of MAD 600,000 (MAD 200,000 for the season 2021/2022 and MAD 400,000 for the season 2022/2023).

182. However, the performance bonus mentioned above is conditioned by the Player's participation in more than 75% of Raja Casablanca's official matches and, therefore, cannot be considered as his fixed remuneration under the Offer.

183. Consequently, the performance bonus shall not be taken into account for the calculation of the compensation for breach.

184. In view of the above, the Sole Arbitrator finds that the total amount of the Player's remuneration which would be due by Raja Casablanca is MAD 2,200,000.

185. In accordance with the provisions of Article 17.1.ii of the FIFA RSTP, the Player's remuneration under the Offer shall be mitigated with the remuneration due to him under the Employment Contract.

186. The Sole Arbitrator notes that for the period of the Employment Contract overlapping with that of the Offer, the Player's remuneration totals to EUR 117,000, equivalent to

approximately MAD 1,246,069.29, which shall be deducted from his total remuneration under the Offer.

187. Accordingly, the amount of the abovementioned compensation for which Rio Ave is liable, shall be fixed at the amount of MAD 953,930.71.

188. Consequently, on this point, the Appealed Decision warrants a correction.

189. Finally and taking into account that none of the Parties has challenged the application or the calculation of the interest rate as decided by the FIFA DRC in the Appealed Decision, the Sole Arbitrator finds that the interest of 5% *p.a.* shall be applicable to the compensation for breach in the amount of MAD 953,930.71 in accordance with the Appealed Decision.

XI. CONCLUSION

190. In conclusion, on the basis of the rules applicable to the merits and for all the reasons set out above, the Sole Arbitrator holds that the Appeal lodged by Rio Ave shall be partially upheld. The Appealed Decision shall be revised accordingly and, in particular, with respect to the calculation of the compensation for breach to be paid jointly and severally by the Appellant to the First Respondent.

XII. COSTS

191. Article R64.4 of the CAS Code provides:

"*At the end of the proceedings, the CAS Court Office shall determine the final amount of the cost of arbitration, which shall include:*

- the CAS Court Office fee,
- the administrative costs of the CAS calculated in accordance with the CAS scale,
- the costs and fees of the arbitrators,
- the fees of the ad hoc clerk, if any, calculated in accordance with the CAS fee scale,
- a contribution towards the expenses of the CAS, and
- the costs of witnesses, experts and interpreters.

The final account of the arbitration costs may either be included in the award or communicated separately to the parties. The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs."

192. In line with this, Article R64.5 of the CAS Code states:

"*In the arbitral award, the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general rule and without*

any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties."

193. In light of the outcome of these proceedings, in which the appeal has been partially upheld, the costs of the arbitration, including those in connection with the Order on Request for a Stay and for Provisional and Conservatory Measures dated 30 December 2022, as determined and served on the Parties by the CAS Court Office, shall be equally borne by the Parties.

194. In addition, for the reasons outlined above, the Parties shall bear their own legal fees and other expenses incurred in connection with these arbitration proceedings.

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TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Rio Ave Futebol Clube on 26 October 2022 against the decision rendered by the FIFA Dispute Resolution Chamber on 15 September 2022, is partially upheld.

2. Paragraph 2 of the operative part of the decision rendered by the FIFA Dispute Resolution Chamber on 15 September 2022 is amended as follows:

   "*The Respondent 1, Fabrice Olinga Essono, has to pay to the Claimant MAD 953,930.71 as compensation for breach of contract without just cause plus interest of 5% p.a. as from 24 March 2022 until the date of effective payment*".

3. The costs of the arbitration, to be determined and served to the Parties by the CAS Court Office, shall be equally borne by Rio Ave Futebol Clube, Raja Casablanca Athletic Club and the Fédération Internationale de Football Association.

4. Rio Ave Futebol Clube, Raja Casablanca Athletic Club and the Fédération Internationale de Football Association shall bear their own legal fees and other expenses incurred in connection with these arbitration proceedings.

5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 13 July 2023

THE COURT OF ARBITRATION FOR SPORT

Alain Zahlan de Cayetti
Sole Arbitrator