

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 19 February 2009,

in the following composition:

Slim Aloulou (Tunisia), Chairman

Mario Gallavotti (Italy), member

Reinhard Rauball (Germany), member

Philippe Piat (France), member

Mick McGuire (England), member

on the claim presented by the club

N,

as "*Claimant*"

against the club

O,

as "*Respondent*"

regarding the solidarity contribution related to the transfer of the player,

B.

I. Facts of the case

1. The player, B, born on 10 September 1983, was registered for the Club A from 5 September 1997 until 27 June 2006 between the ages of 13 and 22, in accordance with the player's passport submitted to FIFA by the Football Federation A (FFA).
2. Based on the aforementioned passport, the player B was registered for the club A as from 5 September 1991 until 24 March 2004 as an amateur.
3. Based on the aforementioned passport, the player B was registered for the club A as from 24 March 2004 until 27 June 2006 as a professional.
4. FFA informed FIFA that the sporting season in A runs as follows: a) for amateurs (under 20 years) as from January until December of the relevant year and b) for amateurs (more than 20 years) and professionals as from 1 July until 30 June of the next year.
5. On 9 January 2008, the player B was transferred from the Club R (hereinafter: R) to the club O for an amount of EUR 6,474,000. The Dispute Resolution Chamber received a copy of the relevant transfer agreement during the present investigation.
6. On 19 February 2008, A contacted FIFA to demand the payment of the relevant proportion of solidarity contribution for the transfer of the player B from R to the club O.
7. Despite several communications sent by FIFA to the club O, the latter did not react to any of them.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was submitted to FIFA on 19 February 2008. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2005, hereinafter: Procedural Rules) are applicable to the matter at hand (cf. art. 18 par. 2 and 3 of the Procedural Rules).
2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 in combination with art. 22 lit. (e) of the Regulations on the Status and Transfer of Players (edition 2008) the Dispute Resolution Chamber is competent to decide on the present litigation with an international dimension concerning the distribution of the solidarity contribution claimed by the Claimant in connection with the transfer of the professional B (hereinafter: the player) during the course of a contract.

3. Furthermore, and taking into consideration that the player was transferred to his new club on 9 January 2008, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (edition 2008), and considering that the present claim was lodged on 19 February 2008, the current version of the regulations (edition 2008; hereinafter: Regulations) is applicable to the matter at hand as to the substance.
4. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter and started by acknowledging that on 9 January 2008 the player was transferred from the club R to the club O.
5. In this respect, the members of the Chamber pointed out the content of the Annexe 5, art. 1 of the Regulations which states that if a professional moves during the course of a contract, 5% of any compensation, not including training compensation paid to his former club shall be deducted from the total amount of this compensation and distributed by the new club as a solidarity contribution to the club(s) involved in his training and education over the years, that the player was registered between the seasons of his 12th and 23rd birthdays.
6. At this stage, the members of the Chamber focused on the behaviour of the club O during the process of the present matter and remarked that it never took position despite being requested to do so. The members of the Chamber emphasized that, in this way, the club O renounced to exercise its right of defence.
7. In continuation, the members of the Chamber pointed out that the player was born on 10 September 1983, was registered with the club A as amateur player as from 5 September 1997 until 24 March 2004 and as from that date was registered as a professional until 27 June 2006 based on the information provided by FFA.
8. Moreover, the Chamber took note how the sporting season runs in A for amateurs and for professionals based on the information provided by FFA.
9. In particular, the Chamber remarked that it has to be taken into consideration as from the date of registration of the player with the club A on 5 September 1997 until 27 June 2006 between the years 13 and 22 and that the player became professional with the club A on 24 March 2004.
10. In view of all the above, the Chamber concluded that the club A is entitled to receive 76,70 % of the 5% of the transfer amount paid by the club O to R for the transfer of the player in accordance with the Annexe 5 art. 1 of the Regulations.
11. In this context, the members of the Chamber took note of the content of the transfer agreement signed on 8 January 2008 between the clubs R and O and

specifically focused its attention on its clause 5 which stipulates an amount of EUR 6,474,000 for the transfer of the player B from R to the club O.

12. Once the Chamber determined that the transfer amount paid by O for the transfer of the player amounted EUR 6,474,000, the 76.7 % of the 5% as solidarity contribution is equivalent to EUR 248,277.
13. Consequently, the members of the Chamber decide that in view of all the precedent considerations the club O has to pay to the club A the amount of EUR 248,277 as the relevant proportion of the solidarity contribution for the transfer of the player B from R to the club O.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, A, is accepted.
2. The Respondent, club O, has to pay to the Claimant the amount of EUR 248,277 **within 30 days** as from the date of notification of this decision.
3. If the aforementioned sum is not paid within the aforementioned deadline, an interest rate of 5% per year will apply as of expiring of the fixed time limit and the present matter shall be submitted upon the party's request to the FIFA's Disciplinary Committee for its consideration and decision.
4. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

Note relating to the motivated decision (legal remedy):

According to art. 63 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

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

Avenue de Beaumont 2
1012 Lausanne
Switzerland
Tel: +41 21 613 50 00

Fax: +41 21 613 50 01

e-mail: info@tas-cas.org / www.tas-cas.org

For the Dispute Resolution Chamber:

Jérôme Valcke
Secretary General

Encl. CAS directives