

# **Decision of the Dispute Resolution Chamber**

passed in Zurich, Switzerland, on 19 February 2009,

in the following composition:

**Slim Aloulou** (Tunisia), Chairman

**Philippe Piat** (France), member

**Mick McGuire** (England), member

**Mario Gallavotti** (Italy), member

**Reinhard Rauball** (Germany), member

on the claim presented by the club

**A,**

as "*Claimant*"

against the club

**F,**

as "*Respondent*"

regarding a dispute for training compensation in connection with  
the transfer of the player **N**.

## I. Facts of the case

1. The S Football Association confirmed that the S player N (hereafter: *the player*), born on 28 August 1982, was registered with the Claimant as from 12 September 1996 until 3 July 2006, first as an amateur until 17 July 1999, and then as a professional.
2. The football season 2005/2006 in S lasted from 30 July 2005 until 7 May 2006.
3. The football season 2006/2007 in W lasted from 1 July 2006 until 31 May 2007.
4. On 3 July 2006, the player was registered with the Respondent as a professional player.
5. The Football Association of W confirmed that the Respondent belonged to the category II (indicative amount of EUR 60,000 per year) during the season when the player was registered with it, i.e. 2006/2007.
6. On 17 November 2006, the Claimant contacted FIFA asking for its proportion of training compensation from the Respondent. In particular, the Claimant requested the payment of the sum of EUR 430,000, together with interest, in respect of training compensation for the player N.
7. On 19 June 2007, the Dispute Resolution Chamber contacted the Claimant, drawing its attention to the fact that no training compensation shall be payable when a player over the age of 23 changes club, and informing it that it did not appear to be entitled to receive any training compensation, since the transfer of the player took place after the end of the season of his 23<sup>rd</sup> birthday.
8. On 26 June 2007, the Claimant informed FIFA that it insisted on its claim and requested a formal decision to be taken by the Dispute Resolution Chamber.
  - a. By means of its statement, the Claimant asserts that it is incorrect to state that the player was transferred to the Respondent during the season of his 24<sup>th</sup> birthday. In fact, season is defined in the definitions section of the 2005 Regulations for the Status and Transfer of Players as being "*the period starting with the first Official Match of the relevant national league championship*". Since the Season 2005/2006 of the S Premier League ended on 7<sup>th</sup> May 2006 and the Season 2006/2007 commenced on 29<sup>th</sup> July 2006, the player was accordingly transferred to the Respondent between two seasons in the period known as the "*close season*".

- b. Moreover, the Claimant stresses that, as it is universally the case, player contracts are agreed on the basis that the fixed term will expire after the end of the season and during the close season, that this is designed to be consistent with the Registration Period arrangements introduced in 2001 and now contained in article 6 of the 2005 Regulations for the Status and Transfer of Players, and that, therefore, the first Registration Period, per article 6(2), cannot begin until after the last day of the Season. Accordingly, the Registration Period during which the player was transferred to the Respondent could not commence until after the end of the Season, both for the Claimant and the Respondent.
  - c. Furthermore, the Claimant states that there is a disconnect within the 2005 Regulations for the Status and Transfer of Players between the provisions relating to training compensation and those relating to the time when the registration of players is permitted to take place. In fact, a player cannot be transferred between two clubs during the course of the Season, in circumstances where training compensation is payable, because contracts expire during the "*close season*". In any event, the first Registration Period cannot commence before the last day of the relevant Season, per article 6(2) of the 2005 Regulations for the Status and Transfer of Players. The Claimant insists that it will never be the case that training compensation is payable in relation to a player whose 23<sup>rd</sup> birthday falls during the course of a Season because it is practically impossible for the transfer of such a player to take place until after the last day of the relevant national league championship when the first Registration Period commences.
  - d. Finally, the Claimant affirms that, in order to resolve this disconnect, it is necessary to arrive at a construction of all of the aforementioned provisions which results in training compensation being payable in the event that a player is transferred during the first Registration Period at the end of the Season in which his 23<sup>rd</sup> birthday falls.
  - e. As a conclusion, the Claimant asserts that, on a proper construction of article 20 of the 2005 Regulations for the Status and Transfer of Players, "*the end of the Season of his 23<sup>rd</sup> birthday*" should be taken to include the first available Registration Period at the end of the Season of the player's 23<sup>rd</sup> birthday.
9. On 13 September 2007, the Respondent replied to the petition submitted by the Claimant.
  - a. First of all, the Respondent emphasised that the player was signed solely on the basis that no transfer fee or training compensation was due to the Claimant, since it was not in a position to pay such training compensation and would have never offered the player a contract of employment if in fact the interpretation of the relevant Regulations differed to its.

- b. By means of its reply, the Respondent asserted that article 2 of Annex 4 of the FIFA Regulations for the Status and Transfer of Players clearly stated that training compensation is only due when a Professional is transferred between clubs of two different Associations before the end of the Season of his 23<sup>rd</sup> birthday.
- c. The Respondent also quoted the definition of Season, which is *"the period starting with the first Official Match of the relevant national league championship and ending with the last Official Match of the relevant national league championship"*.
- d. Then, the Respondent pointed out that the Season of the Player's 23<sup>rd</sup> birthday was the season 2005/06, and that his last Official Match was played on 7 May 2006.
- e. Finally, the Respondent emphasised that the Player signed a contract with it on 1 July 2006, that is after the end of the Season of his 23<sup>rd</sup> birthday, and that, therefore, training compensation was not due.

## **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 17 November 2006. 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 article 3 par. 1 of the Procedural Rules and confirmed that in accordance with article 24 par. 1 and article 22 lit. (d) 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 training compensation claimed by the Claimant for the training and education of the player N.
3. Furthermore, and taking into consideration that the player was registered with his new club on 3 July 2006, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that in accordance with article 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 17 November 2006, the previous version of the regulations (edition 2005; 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. The members of the Chamber started by acknowledging the facts of the case as well as the documentation contained in the file.
5. In this respect, the Chamber took note of the fact that the player N, born on 28 August 1982, was registered with the Claimant as from 12 September 1996 until 3 July 2006, first as an amateur until 17 July 1999, and then as a professional.
6. The Chamber duly noted on one hand that the football season 2005/2006 in S lasted from 30 July 2005 until 7 May 2006 and, on the other hand, that the football season 2006/2007 in W began on 1 July 2006.
7. Yet, the Chamber acknowledged that The Football Association of W confirmed that the player in question was registered with the Respondent as a professional on 3 July 2006.

8. Continuing, the Chamber stated that, as established in article 1 par. 1 of Annex 4 in combination with article 2 of Annex 4 of the Regulations, training compensation is payable, as a general rule, for training incurred between the ages of 12 and 21 when the player concerned is registered for the first time as a Professional, or when a Professional is transferred between two clubs of two different Associations, before the end of the season of the player's 23 birthday.
9. In view of the above, the Chamber concluded that based on the documents at disposal it can be established that the professional player in question, born on 28 August 1982, was transferred to the Respondent on 3 July 2006, i.e. after the end of the season of the player's 23<sup>rd</sup> birthday and even after the beginning of the season of the player's 24<sup>th</sup> birthday.
10. In view of all of the above, the Chamber concluded that the Claimant is not entitled to receive training compensation from the Respondent, and that the relevant claim lodged by the club A has to be rejected.

## **Decision of the Dispute Resolution Chamber**

The claim of the Claimant A is rejected.

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### **Note relating to the motivated decision** (legal remedy):

According to article 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:

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For the Dispute Resolution Chamber:

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Jérôme Valcke  
Secretary General

Encl. CAS directives