

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 13 June 2008,

in the following composition:

Slim Aloulou (Tunisia), Chairman
Michele Colucci (Italy), member
Mick McGuire (England), member
Zola Majavu (South Africa), member
Caio Cesar Vieira Rocha (Brazil), member

on the claim presented by the club

N, Netherlands,
represented by Mr. W, lawyer

as "*Claimant*"

against the club

M,

as "*Respondent*"

regarding training compensation related to the transfer of the player G.

I. Facts of the case

1. The player, G, was born on 11 February 1987.
2. According to the player passport issued by the D Football Federation, the player has been registered with various clubs as follows:
 - T as a professional during the 2003-2005 seasons;
 - N as an amateur as of 9 August 2005;
 - B as an amateur as from 7 June 2006 until 1 February 2007.
3. The D sportive season runs from 1 August until 1 July of the following year.
4. The Turkish Football Federation has confirmed that the player, G, was registered with M FC on 1 February 2007.
5. In accordance with a written confirmation dated 22 March 2007 from the T Football Federation, M FC has been allocated club category 3.
6. On 14 December 2007, N lodged a claim for training compensation against M FC in front of FIFA maintaining that the player signed his first professional contract with the M club and that according to art. 20 and annex 4 of the Regulations for the Status and Transfer of Players (edition 2005) it is entitled to receive from the M club training compensation in the total amount EUR 25,000 (10/12 x EUR 30,000). In support of its position, N presented *inter alia* a copy of the fax dated 1 February 2007 that was addressed by the T Football Federation to the D Football Federation informing the latter that the player, G, signed a professional contract with its club M FC.
7. In addition, N claims payment of 5% interest p.a. as of the 31st day of the registration of the player.
8. In reply to the claim, M FC asserts that the player has only been registered with the club during three months, after which period he moved to the club K Club.
9. It further refers to the registration procedure in combination with training compensation rules in accordance with the T regulations.
10. According to M FC, K Club would have to pay training compensation to M FC, which debt may be ruled out by payment of the sum to be claimed from K Club to the club presently claiming training compensation.

11. M FC further maintains that the player made verbal declarations that no training compensation is due in case a claim would be made.
12. Therefore, M FC rejects the claim put forward by the N club.
13. Should it be decided that training compensation is due, M FC is of the opinion that training compensation shall be collected from K Club.

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 14 December 2007. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (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 and art. 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, G.
3. Furthermore, and taking into consideration that the player was registered with his new club on 1 February 2007, 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 14 December 2007, 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 that M FC and the player, G, entered into an employment contract and that he was registered as a professional with the Respondent on 1 February 2007.

5. Furthermore, the members of the Chamber took into account that N, on the one hand, claims being entitled to the amount of EUR 25,000 as training compensation payable by M FC. The M club, for its part, points out that the player had declared to the club that no training compensation would be payable. In addition, M FC, referring to T regulations, highlights that any training compensation payable to the Claimant shall be obtained from the club K Club, to which the player apparently was transferred after having been registered with M FC.
6. Turning its attention to the arguments put forward by M FC, the Chamber deemed it important to emphasise that any declaration made by the player in question cannot and does not affect any entitlement of N to training compensation in accordance with the Regulations. Obviously, any declaration allegedly made by the player, G, to M FC is not legally binding on the N club.
7. Likewise, so the Chamber, the relation between the aforementioned two T clubs in the context of T regulations does not affect in any way any entitlement of N to training compensation in accordance with the Regulations. In this context, the Chamber deemed it fit to emphasise that according to art. 3 par. 1 of Annex 4 of the Regulations the club for which the player is being registered after having been transferred internationally, i.e. M FC, is responsible to pay training compensation in accordance with the Regulations.
8. For these reasons, the Chamber agreed that the Respondent's arguments must be rejected.
9. On account of all of the above and taking into account the player's career history, from which it can be noted that prior to his transfer to M FC the player, G, was registered as an amateur with the Claimant as well as with another D club after previously having been registered as a professional in X, the Chamber decided that in accordance with art. 3 of the Regulations relating to the reacquisition of amateur status, in particular its paragraph 2, M FC is liable to pay training compensation to N in accordance with art. 20 of the same Regulations.
10. The Chamber then turned to art. 5 paras. 1 and 2 of Annex 4 of the Regulations as well as FIFA circular nr. 1031 dated 4 April 2006 which provide details on the calculation of training compensation.
11. The members of the Chamber recalled that the player was born on 11 February 1987 and that he was registered with N as from 9 August 2005 until 6 June 2006 according to the player passport issued by the D Football Federation. In this respect, the Chamber pointed out that the amount payable is calculated on a pro rata basis according to the period of training that the player spent

with the Claimant. Furthermore, M FC has been allocated club category 3, which equals training costs in the amount of EUR 30,000 per season (UEFA).

12. Consequently, taking into account the above-mentioned details, the Chamber decided that N is entitled to receive training compensation from M FC to the amount of EUR 25,000.
13. Therefore, the Chamber decided that M FC is liable to pay to N training compensation amounting to EUR 25,000.
17. Moreover, taking into consideration N's claim, as well as art. 3 par. 2 of Annex 4 of the Regulations, the Chamber decided that M FC has to pay interest at 5% p.a. over the amount due as training compensation as of the 31st day of the registration of the player, G, with M FC, i.e. as of 3 March 2007, until the date of effective payment.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, N, is accepted.
2. The Respondent, M FC, shall pay to the Claimant the amount of EUR 25,000 plus 5% interest p.a. as of 3 March 2007 until the date of effective payment within 30 days of notification of the present decision.
3. In the event that the amount of EUR 25,000 plus interest is not paid within the stated deadline, the case will immediately be presented upon request to the FIFA Disciplinary Committee for its consideration and decision.
4. The Claimant is directed to inform the Respondent directly and immediately of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

According to art. 61 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:

Jérôme Valcke
Secretary General

Enclosed: CAS directives

