Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 20 August 2014,

in the following composition:

Thomas Grimm (Switzerland), Deputy Chairman
Theo van Seggelen (Netherlands), member
Taku Nomiya (Japan), member

on the matter between the club,

Club A, from country B, as Claimant

and the club,

Club D, from country U as Respondent

and the club,

Club G, from country B as Intervening party

regarding solidarity contribution in connection with the transfer of the player D
I. **Facts of the case**

1. According to the player passport issued by the country B Football Federation, Player D, from country B (hereinafter: the player), born in April 1990, was registered with Club A (hereinafter: the Claimant), from 15 April 2010 until 14 July 2010.

2. The country B Football Federation also confirmed that the sporting season in country B follows the calendar year.

3. According to the Football Federation of country U, the player was registered with its affiliated club, Club D (hereinafter: the Respondent), on 1 February 2013.

4. On 15 April 2013, the Claimant lodged a claim before FIFA against the Respondent, claiming its proportion of the solidarity contribution in connection with the transfer of the player from the Club G, from country B (hereinafter: Club G) to the Respondent. In this respect, the Claimant requested 0.1247% of the transfer compensation, amounting to EUR 4,363.01.

5. Pursuant to the transfer agreement provided by the Respondent, the transfer compensation agreed upon between Club G and the Respondent amounted to EUR 3,500,000 due on 8 February 2013.

6. In its reply, the Respondent asserted that in accordance with the content of the transfer agreement, “all solidarity payments are made by Club G [Club G]”.

7. In spite of having been invited to inform FIFA of the status of the matter, Club G and the Respondent did not submit any additional comments in this regard.

II. **Consideration of the Dispute Resolution Chamber**

1. First of all, the Dispute Resolution Chamber (hereinafter: the DRC or the 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 15 April 2013. Consequently, the DRC concluded that the 2012 edition of the Rules Governing the Procedures of the Players’ Status Committee and the Dispute Resolution Chamber is applicable to the matter at hand (cf. art. 21 par. 2 and par. 3 of the Procedural Rules).

2. With regard to the competence of the Chamber, art. 3 par. 1 of the above-mentioned Rules states that the Dispute Resolution Chamber shall examine its jurisdiction in the light of articles 22 to 24 of the Regulations for the Status and Transfer of Players (edition 2014). In accordance with art. 24 par. 1 in connection with art. 22 (e) of the aforementioned Regulations, the Dispute Resolution Chamber shall adjudicate on disputes between two clubs belonging to different Associations related to solidarity mechanism.

3. As a consequence, the Dispute Resolution Chamber is the competent body to decide on the present litigation concerning the distribution of the solidarity contribution claimed by the Claimant, in connection with the transfer of the professional player, Player D, to the Respondent.
4. Furthermore, the DRC analysed which edition of the Regulations should be applicable as to the substance of the matter. In this respect, it referred, on the one hand, to art. 26 par. 1 and 2 of the Regulations (edition 2014) and, on the other hand, to the fact that the present claim was lodged on 15 April 2013 and that the player was registered with the Respondent on 1 February 2013. In view of the aforementioned, the DRC concluded that the 2012 edition of the Regulations is applicable to the matter at hand as to the substance.

5. The competence of the Chamber and the applicable regulations having been established, the DRC entered into the substance of the matter. In doing so, the members of the Chamber started by acknowledging the above-mentioned facts of the case as well as the documents contained in the file.

6. In this respect, the DRC noted that the Claimant claimed the payment of the amount of EUR 4,363.01 as solidarity contribution from the Respondent, corresponding to 0.1247% of the total transfer compensation agreed between the Respondent and Club G for the transfer of the player concerned.

7. In addition to the above, the Chamber took into account that according to the transfer contract it was remitted, Club G and the Respondent agreed upon a transfer compensation of EUR 3,500,000, payable by 8 February 2013.

8. In continuation, the Chamber observed that the Respondent alleged having agreed with Club G that the latter should be responsible for paying solidarity contribution to the clubs entitled thereto.

9. Subsequently, it appears from the above-mentioned that solidarity contribution is payable in the matter at hand, but was not paid to the Claimant by the Respondent. The Chamber further observed that the Respondent had neither explicitly stated having paid 100% of the transfer compensation to Club G, nor explicitly requested the relevant amount to be reimbursed by Club G and did not submit its final comments pertaining to the matter at stake.

10. As a consequence of the aforementioned consideration, the DRC established that, in accordance with art. 9 par. 3 of the Procedural Rules, it shall take a decision upon the basis of the information submitted by the parties and the documents already on file.

11. Having established the above, the DRC referred to art. 21 of the Regulations in combination with art. 1 of Annexe 5 of the Regulations which stipulate 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 be distributed by the new club as a solidarity contribution to the club(s) involved in the training and education of the player in proportion of the number of years the player has been registered with the relevant club(s) between the seasons of his 12th and 23rd birthday.

12. In this respect, the Chamber recalled that the country B Football Federation had confirmed that the player, born in April 1990, was registered with the Claimant as from 15 April 2010 until 14 July 2010.

13. On account of the above and in accordance with art. 1 of Annexe 5 of the Regulations, the DRC considered that the Claimant is thus entitled to receive solidarity contribution for the period as from 15 April 2010 until 14 July 2010.
14. In view of all of the above, the DRC decided to partially accept the claim of the Claimant and held that the Respondent is liable to pay the amount of EUR 4,357 to the Claimant as solidarity contribution in relation to the transfer of the player from Club G to the Respondent.

15. Lastly, the Chamber referred to art. 25 par. 2 of the Regulations in combination with art. 18 par. 1 of the Procedural Rules, according to which, in proceedings before the DRC relating to disputes regarding training compensation and the solidarity mechanism, costs in the maximum amount of currency of country B 25,000 are levied. The relevant provision further states that the costs are to be borne in consideration of the parties’ degree of success in the proceedings (cf. art. 18 par. 1 of the Procedural Rules).

16. In respect of the above, and taking into account the degree of success in the proceedings of the claim of Claimant, the DRC concluded that the costs of the current proceedings in front of FIFA are to be borne by the Respondent.

17. According to Annexe A of the Procedural Rules, the costs of the proceedings are to be levied on the basis of the amount in dispute.

18. On that basis, the Chamber held that the amount to be taken into consideration in the present proceedings is EUR 4,363.01 related to the claim of the Claimant. Consequently, the DRC concluded that the maximum amount of costs of the proceedings corresponds to currency of country H 5,000 (cf. table in Annexe A).

19. Considering that the Claimant’s claim is partially accepted, the Chamber determined the costs of the current proceedings to the amount of currency of country H 5,000 to be paid by the Respondent.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant is partially accepted.

2. The Respondent has to pay to the Claimant the amount of EUR 4,357 within 30 days from the date of notification of this decision.

3. Any further claim lodged by the Claimant is rejected.

4. In the event that the aforementioned amount is not paid within the stated time limit, interest of 5% p.a. will fall due as of expiry of the stipulated time limit and the present matter shall be submitted, upon request, to FIFA’s Disciplinary Committee for consideration and a formal decision.

5. The final costs of the proceedings in the amount of currency of country H 5,000 are to be paid by the Respondent within 30 days of notification of the present decision, to FIFA to the following bank account with reference to case no.:
6. 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.

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Note relating to the motivated decision (legal remedy):

According to art. 67 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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1012 Lausanne
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For the Dispute Resolution Chamber:

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Jérôme Valcke
Secretary General

Encl: CAS directives