

Decision of the Dispute Resolution Chamber (DRC) judge

passed in Zurich, Switzerland, on 13 October 2010,

by **Mr Theo van Seggelen** (Netherlands), DRC judge,

on the claim presented by the club,

S,

as Claimant

against the club,

A FC,

as Respondent

regarding solidarity contribution in connection with the international transfer of the
player M

I. Facts of the case

1. According to the player passport issued by the P Football Federation , the player, M (hereinafter: the player), born on 6 November 1983, was registered for the Club S (hereinafter: the Claimant), as from 4 May 1994 until 27 September 2004.
2. Until the 1999/2000 season, the sporting season in the country P started on 1 August and ended on 31 July of the following year. As of the 2000/2001 season, the sporting season in country P starts on 1 July and ends on 30 June of the following year.
3. The player was registered with the , A FC (hereinafter: the Respondent), on 4 January 2010.
4. On 15 February 2010, the Claimant lodged a claim in front of the Dispute Resolution Chamber (DRC) claiming its proportion of the solidarity contribution in connection with the transfer of the player from the Club B (hereinafter: Club B) to the Respondent, on the basis of an alleged transfer compensation of EUR 200,000. In particular, the Claimant claimed to be entitled to 70% of 5% of EUR 200,000, plus interest at a rate of 5% per year since 4 February 2010.
5. In reply to the claim, the Respondent argued that the Claimant was not entitled to solidarity contribution, since the player was over 23 years old when he was transferred from Club B to the Respondent. According to the Respondent, article 21 and Annexe 5 of the Regulations on the Status and Transfer of Players stipulate that solidarity contribution falls only due in those cases in which a player, upon being transferred, is between the age of 12 and 23.
6. In addition to its submission, the Respondent provided FIFA with a copy of the transfer agreement it had concluded with Club B. According to the said agreement, the agreed transfer compensation amounted to EUR 100,000.

II. Considerations of the DRC judge

1. First of all, the DRC judge analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was submitted to FIFA on 15 February 2010. Consequently, the 2008 edition of 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. 21 par. 2 and par. 3 of the Procedural Rules).
2. Subsequently, the DRC judge referred to art. 3 par. 2 and par. 3 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 and par. 2 in conjunction with art. 22 lit. (d) of the Regulations on the Status and Transfer of Players (edition 2010) the DRC judge is competent to decide on the present litigation which is of an international dimension, does not contain complex factual

or legal issues and concerns the distribution of solidarity contribution claimed by the Claimant in connection with the international transfer of the player to the Respondent.

3. Furthermore, and taking into consideration that the player was registered with his new club on 4 January 2010, the DRC judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that in accordance with art. 26 par. 1 and par. 2 of the Regulations on the Status and Transfer of Players (edition 2010) and considering that the present claim was lodged on 15 February 2010, the 2009 version of the said Regulations (hereinafter: Regulations) is applicable to the present matter as to the substance.
4. In continuation, and entering into the substance of the matter, the DRC judge started by acknowledging that the Claimant is claiming the proportion of 70% of 5% of the transfer compensation paid in connection with the transfer of the player from Club B to the Respondent in January 2010.
5. Moreover, the DRC judge duly noted that the Claimant asserted that the Respondent had paid Club B a transfer compensation in the amount of EUR 200,000 for the transfer of the player.
6. However, the DRC judge equally took note that the Respondent had submitted a copy of the transfer agreement it had signed with Club B in connection with the player and that the said transfer agreement stipulated that the transfer compensation amounted to EUR 100,000.
7. Furthermore, the DRC judge acknowledged that the P Football Federation confirmed that the player was registered with the Claimant as from 4 May 1994 until 27 September 2004 and that, according to the C Football Association, the player's date of registration with the C Football Association was 4 January 2010.
8. As to the arguments of the Respondent who rejected the claim in its entirety, the DRC judge perceived that according to the Respondent in conformity with article 21 and Annexe 5 of the Regulations solidarity contribution only falls due if a player, upon being transferred, is between the age of 12 and 23. In view of the foregoing, the Respondent asserted that the Claimant is not entitled to solidarity contribution, since the player was over 23 years of age when he was transferred from Club B to the Respondent.
9. In this regard, the DRC judge first referred to art. 21 and art. 1 par. 1 of Annexe 5 of the Regulations which stipulate that if a professional is transferred before the expiry of his contract, 5% of any compensation, with the exception of 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 the training and education of the player between the seasons of the player's 12th and 23rd birthdays.

10. In continuation, the DRC judge emphasized that within the system of solidarity contribution there is no provision stipulating that solidarity contribution exclusively falls due if a player, upon being transferred, is between the age of 12 and 23. In fact, the age range of 12 to 23 is related to the seasons during which a player was trained and educated by a club, as clearly set out by the Regulations, and not to the age of the player on the moment of his transfer to another club. Consequently, in line with the Regulations and contrary to the main argument of the Respondent, solidarity contribution does fall due if a professional over the age of 23 is transferred internationally before the expiry of his contract, however, in such case the relevant proportion of the 5% of any compensation (except for training compensation) shall be calculated taking into account the training and education by clubs between the seasons of the player's 12th and 23rd birthdays only.
11. On account of the above considerations, the DRC judge decided that the Respondent is liable to pay solidarity contribution to the Claimant.
12. Having established that the Respondent is liable to pay solidarity contribution to the Claimant, the DRC judge then turned to the calculation of the pertinent amount. Considering that the player, born on 6 November 1983, was registered with the Claimant as from 4 May 1994 until 27 September 2004 and that the transfer compensation amounts to EUR 100,000, the DRC judge decided that, in accordance with article 1 of Annexe 5 and taking into account the claim of the Claimant, the Respondent is liable to pay 70% of the 5% of EUR 100,000 to the Claimant.
13. On account of all the above, the DRC judge decided that the Respondent is liable to pay to the Claimant solidarity contribution in the amount of EUR 3,500 as well as 5% interest per year on the said amount as from 4 February 2010 (i.e. the due date of the payment of the solidarity contribution to the Claimant by virtue of art. 2 par. 1 of Annexe 5 of the Regulations).
14. The DRC judge concluded his deliberations by rejecting any further claim of the Claimant.

III. Decision of the DRC judge

1. The claim of the Claimant, S, is partially accepted.
2. The Respondent, A FC, has to pay to the Claimant, within 30 days as from the date of notification of this decision, the amount of EUR 3,500 plus 5% interest *p.a.* due as from 4 February 2010 until the effective date of payment.
3. In the event that the aforementioned sum is not paid within the stated time limit, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.
4. Any further claim lodged by the Claimant is rejected.
5. The final amount of costs of the proceedings in the amount of CHF 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. XX:

UBS Zurich
Account number 366.677.01U (FIFA Players' Status)
Clearing number 230
IBAN: CH 27 0023 0230 3666 7701U
SWIFT: UBSWCHZH80A

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 DRC judge 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:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne
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For the DRC judge:

Jérôme Valcke
Secretary General

Enclosed: CAS directives