

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 12 March 2009,

in the following composition:

Slim Aloulou (Tunisia), Chairman

Gerardo Movilla (Spain), member

Rinaldo Martorelli (Brazil), member

Essa M. Saleh al Housani (UAE), member

Ivan Gazidis (USA), member

on a matter between the club

A,

as *Claimant*

and the club

S,

as *Respondent*

regarding training compensation in connection with
the transfer of the player O.

I. Facts of the case

1. The player O (hereinafter: *the player*) was born on 2 March 1989.
2. According to the player passport issued by the G Football Association, the player was registered as an amateur for the G club, A (hereinafter: *the Claimant*) as of 2001 until 12 September 2004, and then as a professional from 13 September 2004 to July 2007.
3. The G season follows the calendar year.
4. According to a statement of the T Football Federation, the player was registered for the T club, S (hereinafter: *the Respondent*), on 1 August 2007.
5. According to details provided by the T Football Federation, the Respondent, being a Ligue 1 club at the time of the player's registration, belongs to category 2 (indicative amount: USD 30,000).
6. On 14 December 2007, the Claimant lodged a claim with FIFA, stating that the player, whom it trained between the ages of 12 and 18, for seven sporting seasons, from 2001 until July 2007, was transferred from its training club, i.e. the Claimant, where he had signed his first professional contract, to the Respondent, by virtue of a transfer agreement dated 20 July 2007.
7. The Claimant alleged that the transfer agreement provided that the Respondent would pay the amount of USD 80,000, but that the Claimant and the Respondent had not agreed on the payment of training compensation. The Respondent had thus failed to comply with the spontaneous payment of training compensation within 30 days following the registration of the player. The claimant alleged that the Respondent owed training compensation for the training and education of the player by the Claimant in the amount of USD 83,000.
8. Upon receipt of the claim, the Respondent replied, on one hand, that the player, being already a professional at the time of the transfer, had ended his period of training with the claimant before the transfer and, on the other hand, that the two clubs had agreed upon a transfer compensation of a total amount of USD 80,000, and that therefore no other amounts were due to the Claimant.
9. In its replica, the Claimant adhered to its claim and, in particular, alleged that the execution of the transfer agreement did not set aside the application of the FIFA Regulations regarding the payment of training compensation. Furthermore, the Claimant stated that the fact that the player was already a professional at the time of the transfer did not interfere in the Claimant's right to claim training

compensation, since the player was less than 23 when he was transferred to the Respondent.

10. On 18 October 2008, the Respondent wrote to FIFA in order to inform its services that an amicable settlement had been found with the Claimant for the payment of the transfer compensation regarding the player. The Respondent thus declared that this agreement should be considered as final settlement of all disputes with the Claimant, including the payment of training compensation.

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 (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 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 O.
3. Furthermore, and taking into consideration that the player was registered with his new club on 1st August 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), the edition 2005 of the Regulations for the Status and Transfer of Players (hereafter: the Regulations) is applicable to the matter at hand as to the substance.
4. In continuation, and entering 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. First and foremost, the Chamber stated that, as established in art. 20 of the Regulations in combination with art. 1 par. 1 and art. 2 par. 1 ii) 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 a professional is transferred

between clubs of two different associations, whether during or at the end of his contract, before the end of the season of the player's 23rd birthday.

6. Continuing, the Chamber took due note of the fact that the Claimant claims USD 83,000 in training compensation.
7. In this respect, the Chamber recalled, however, that on 20 July 2007, the Claimant and the Respondent signed an agreement concerning the transfer of the player from the Claimant to the Respondent. In particular, article 2 of the aforementioned agreement stipulates that transfer compensation shall be paid by the Claimant to the Respondent in the amount of USD 80,000.
8. In view of the foregoing, the Chamber stated that, according to its well established jurisprudence, if two parties enter into a transfer agreement which provides, *inter alia*, for the financial conditions of the relevant transfer, i.e. the payment of transfer compensation, training compensation is considered as being included in the transfer compensation. Thereby, the DRC mentioned that the Court of Arbitration for Sport also followed this jurisprudence, e.g. in the case *CAS 2004/A/785 T v/ L* (par. 7.4.9). Equally, the panel emphasized that, in case the parties intend to agree on an additional amount in relation to the payment of training compensation, the transfer agreement should explicitly refer to a specific amount, distinct from transfer compensation, which would be due as training compensation.
9. Therefore, the Chamber, applying the above-mentioned jurisprudence, held that, in the present case, in view of the fact that the Claimant did not present any contrary evidence, in particular no specific provision referring to the payment of training compensation in the relevant transfer agreement, the amount of transfer compensation has to be considered as comprising training compensation. In this regard, the Chamber was eager to underline that, in accordance with the principle of burden of proof and also to article 12 paragraph 3 of the Procedural Rules, it would have fallen upon the Claimant to prove that training compensation was not included in the relevant transfer compensation.
10. Consequently, and in view of all of the above considerations, the Dispute Resolution Chamber unanimously decided that the claim of the Claimant should be rejected.

III. Decision of the Dispute Resolution Chamber

The claim of the Claimant, A, is rejected.

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:

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For the Dispute Resolution Chamber:

Jérôme Valcke
Secretary General

Enclosed: CAS directives