

# **Decision of the Dispute Resolution Chamber (DRC) judge**

passed in Zurich, Switzerland, on 18 March 2009,

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

on the claim presented by the club,

**Clube N,**

*as "Claimant"*

against the club,

**S,**

*as "Respondent"*

regarding a dispute relating to the calculation of training compensation in connection with the transfer of the player B.

**I. Facts of the case**

1. The B Football Federation confirmed that the player, B (hereinafter: the player), born on 1 November 1986, was registered with its affiliated club, Clube N (hereinafter: the Claimant), as from 2 July 2002 until 31 December 2004 and from 3 January 2005 until 24 May 2007 and from 3 July 2007 until 15 January 2008. The player was registered with the Claimant as from 2 July 2002 until 13 July 2003 as an amateur and as from 14 July 2003 until his transfer to the Respondent as a professional with the Claimant, unless for the period of time between 25 May 2007 to 2 July 2007 when he went on loan to another B club.
2. The B Football Federation also confirmed that the football season in B follows the calendar year.
3. On 25 January 2008, the player was registered with S (hereinafter: the Respondent) as a professional player.
4. The P Football Federation 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.
5. On 8 April 2008, the Claimant contacted FIFA asking for its proportion of training compensation from the Respondent in relation to the transfer of the player. In particular, the Claimant requested the amount of EUR 325,000 as training compensation, plus *"an interest rate calculated since the date in which the payment should be made"*.
6. In spite of being invited to do so on several occasions, to date, the Respondent has not answered any of the letters sent by FIFA, by means of which it was asked for its position to the claim lodged by the Claimant.

**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 8 April 2008. Consequently, the 2005 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. 18 paras. 2 and 3 of the Procedural Rules).
2. Subsequently, the DRC judge referred to art. 3 paras. 2 and 3 of the Procedural Rules and confirmed that in accordance with art. 24 paras. 1 and 2 and art. 22 lit. d) of the Regulations on the Status and Transfer of Players (edition 2008) he is competent to decide on the present litigation with an international dimension concerning the training compensation claimed by Clube N for the training and education of the player B.

3. In particular, and in accordance with art. 24 par. 2 lit. ii) of the Regulations on the Status and Transfer of Players, the DRC judge confirmed that he may adjudicate in the present dispute relating to the calculation of training compensation concerning the transfer of the player.
4. Furthermore, and taking into consideration that the player was registered with his new club on 25 January 2008, 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 paras. 1 and 2 of the Regulations on the Status and Transfer of Players (edition 2008), and considering that the present claim was lodged on 8 April 2008, the current version of the regulations (edition 2008; hereinafter: Regulations) is applicable to the matter at hand as to the substance.
5. The competence of the DRC judge and the applicable regulations having been established, the DRC judge entered into the substance of the matter. The DRC judge started by acknowledging the facts of the case as well as the documentation contained in the file.
6. In this respect, the DRC judge took note of the fact that the player, born on 1 November 1986, was registered with the Claimant as from 2 July 2002 until 31 December 2004, from 3 January 2005 until 24 May 2007 and from 3 July 2007 until 15 January 2008. In particular, the DRC judge noted that the player was registered as an amateur as from 2 July 2002 until 13 July 2003, then as a professional as from 14 July 2003 until 15 January 2008 and loaned to another B club for the period of time as from 25 May 2007 to 2 July 2007.
7. Furthermore, the DRC judge duly noted that, on the one hand, the Claimant is requesting training compensation for the training and education of the player concerned from the Respondent in the amount of EUR 325,000, as well as *"an interest rate calculated since the date in which the payment should be made"*. On the other hand, the DRC judge took into account that the Respondent did not answer any of FIFA's correspondences.
8. In continuation, the DRC judge stated that, as established in art. 1 par. 1 of Annexe 4 in combination with art. 2 of Annexe 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<sup>rd</sup> birthday.
9. In view of the above, the DRC judge concluded that based on the documents at disposal it can be established that the player in question, born on 1 November 1986, was transferred to the Respondent in January 2008, i.e. before the end of the season of his 23<sup>rd</sup> birthday and thus, entitling the Claimant to receive training compensation from the Respondent.
10. As a result, and considering the above points II. 6 and 8 as well as art. 3 par. 1 of the Annexe 4 of the Regulations, which stipulates that the amount payable is calculated on

a *pro rata* basis according to the period of training that the player spent with each club, the DRC judge concluded that, based on the well established jurisprudence of the DRC, the Claimant is entitled to receive training compensation for the entire period that it trained the player, which at the matter at stake corresponds to the season 2002 until the season 2007, in particular, to the period comprehended between 2 July 2002 until 31 December 2004, 3 January 2005 until 24 May 2007 and 3 July 2007 until 31 December 2007.

11. Turning his attention to the calculation of training compensation, the DRC judge referred to art. 5 paras. 1 and 2 of the Annexe 4 of the Regulations, which stipulate that as a general rule, it is necessary to take the costs that would have been incurred by the new club as if it had trained the player itself and thus it is calculated based on the training costs of the new club multiplied by the number of years of training with the former club.
12. In this respect, the DRC judge took due note that according to the information provided by the P Football Federation, the Respondent belonged to category II during the season 2007/2008 (indicative amount within UEFA of EUR 60,000 per year).
13. Equally, the DRC judge emphasized that according to art. 3 par. 2 of the Annexe 4 of the Regulations, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association.
14. Finally, the DRC judge reproached the behaviour of the Respondent who never took position in the dispute, despite having been asked to do so by the FIFA administration on several occasions. In this way, the Respondent renounced to its right to defence and accepted the allegations of the Claimant.
15. Consequently and taking into account all the above-mentioned elements, the DRC judge decided that the Claimant is entitled to receive training compensation from the Respondent in the amount of EUR 325,000, plus interest of 5% *p.a.* as from 25 February 2008 until the effective date of payment.

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

1. The claim of the Claimant, Clube N, is accepted.
2. The Respondent, S, has to pay the Claimant, Clube N, the amount of EUR 325,000 **within 30 days** as from the date of notification of this decision plus interest of 5% *p.a.* as from 25 February 2008 until the effective date of payment.
3. If the aforementioned sum is not paid within the aforementioned deadline the present matter shall be submitted upon the party's request to FIFA's Disciplinary Committee so that the necessary disciplinary sanctions may be imposed.

4. 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.

\*\*\*\*\*

**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  
Switzerland  
Tel: +41 21 613 50 00  
Fax: +41 21 613 50 01  
e-mail: [info@tas-cas.org](mailto:info@tas-cas.org)  
[www.tas-cas.org](http://www.tas-cas.org)

For the Dispute Resolution Chamber:

---

Markus Kattner  
Deputy Secretary General

Enclosed: CAS directives