Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 17 August 2012, in the following composition:

Geoff Thompson (England), Chairman Rinaldo Martorelli (Brazil), member Jon Newman (USA), member Theodoros Giannikos (Greece), member Zola Percival Majayu (South Africa), member

Zola Percival Majavu (South Africa), member

on the claim presented by the club,

C,

as Claimant

against the club,

regarding training compensation in connection with the player F

as Respondent

I. Facts of the case

- 1. According to the player passport issued by The Football Association E the player, F (hereinafter: *the player*), born on 29 March 1991, was registered with the country E club, C (hereinafter: *the Claimant*), as from 31 August 2007 until 17 March 2011 as a professional. The player was then on loan with the country W club, X (hereinafter: *club X*), as from 18 March 2011 until 30 May 2011, before being re-registered with the Claimant as a professional as from 31 May 2011 until 26 July 2011.
- 2. The football seasons in country E during the period of time the player was registered with the Claimant started on 1 July and ended on 30 June of the following year.
- 3. According to the aforementioned player passport, the Claimant belonged to the category I.
- 4. According to an official confirmation of the Football Federation I the player was registered with its affiliated club, P (hereinafter: *the Respondent*), on 1 August 2011 as a professional.
- 5. According to the information contained in the Transfer Matching System (TMS) the Respondent belonged to the category I at the time the player was registered with the Respondent.
- 6. On 19 September 2011, the Claimant lodged a claim in front of FIFA claiming the payment of training compensation from the Respondent on the basis that the player was transferred as a professional between clubs belonging to different associations before the end of the season of his 23rd birthday. In particular, the Claimant claimed the amount of EUR 345,000 from the Respondent plus 5% interest as from 31 August 2011 as well as legal expenses.
- 7. To its claim, the Claimant enclosed the employment contract it had signed with the player which contained, *inter alia*, the following terms:
 - duration: as from 1 July 2008 until 30 June 2011;
 - annual gross salary of 75,000 for the period as from 1 July 2008 to 30 June 2009, 80,000 for the period as from 1 July 2009 to 20 June 2010 and 85,000 for the period as from 1 July 2010 to 30 June 2011;
 - payment of several bonuses up to the maximum amount of 150,000.

- 8. Furthermore, the Claimant indicated that, on 4 April 2011, it had offered a new four-year contract to the player in writing, which, subsequently, was rejected by the player. In this respect, the Claimant enclosed a copy of the relevant contract offer as well as a duly signed statement of the player, dated 7 April 2011, acknowledging that he had received said offer. The contract offer contained, *inter alia*, the following terms:
 - duration: as from 1 July 2011 until 30 June 2015;
 - salary of 275,000 per annum;
 - payment of several bonuses up to the maximum amount of 200,000.
- 9. In its reply, the Respondent rejected the Claimant's claim for training compensation for the following reasons:
 - 1) The player allegedly terminated his training before reaching the age of 21, more specifically at the end of the 2008/2009 season;
 - 2) The player had already acquired the professional status with the Claimant;
 - 3) The loan of the player to club X interrupted the "chain of transfers", and
 - 4) Training compensation is only due to the previous club of the player, this being club X.
- 10. In support of its statement that the player had already terminated his training, before reaching the age of 21, the Respondent argued that:
 - The Claimant is competing in the Premier League, the most important and prestigious championship in the world and the Claimant is one of the 10 strongest teams in the world;
 - In the 2009/2010 season the player practically became a permanent member of the Claimant's first team and played 4 matches in the country E Premier League, 2 matches in the Football Association Cup, 1 match in the League Cup and 1 match in the Champions League. If the Claimant considered that the player still needed training, it would not have permitted him to play in the Premier League and Champions League;
 - The player was loaned from the Claimant to the Second Division team, club X, which, in the end of the season, was promoted to the Premier League. The player contributed significantly to this accomplishment, since he participated in 11 matches and scored 6 goals in only 3 months. The Respondent added that the country E Second Division is undoubtedly a division which objectively speaking is far superior to the majority of the first divisions in Europe and in the world in general;
 - In the matches in which the player entered the field as a substitute he was on the bench with renowned players (...);
 - The player was selected regularly for the country I national teams: he played 4 matches with the under-16 team, 7 matches with the under-17

team, 11 matches (plus 3 goals) with the under-19 team as well as 14 matches (plus 3 goals) with the under-21 team.

- 11. Furthermore, the Respondent referred to art. 10 of the Regulations on the Status and Transfer of Players and indicated that the loan of the player to club X broke the "chain of transfers" and deprived the Claimant of its entitlement to any compensation for the period preceding the loan. The Respondent asserted that in case of subsequent transfers of a professional, training compensation is exclusively due to the player's previous club. Therefore, the Respondent argued that the only club possibly entitled to receive training compensation is club X.
- 12. In its replica, the Claimant denied the Respondent's assertion that the player had terminated his training before reaching the age of 21. In this respect, the Claimant asserted that the Respondent deliberately overstates the player's significance to both the Claimant and club X and points out that the player did not make his debut for the Claimant until the 2009/2010 season. The Claimant indicated that, during the 2009/2010 season, the player made 8 first team appearances, 7 of which as a "late" substitute. More specifically, the Claimant clarified that the player only entered the pitch in the 89th, 77th, 73rd, 88th, 72nd, 70th and 88th minute of the seven matches in which he was a "late" substitute and, thus, only played a total of 169 minutes for the Claimant over the course of four seasons. Therefore, the Claimant found it factually incorrect that the Respondent described the player as "practically a permanent member of the first team" and as "having actively played, on a permanent basis, in the country E Premier League Championship with the Claimant."
- 13. Furthermore, the Claimant referred to the awards rendered by the Court of Arbitration for Sport (CAS) in CAS 2008/X/XXXX club Y v club Z and CAS 2007/X/XXXX-XXXX club A v club B, which in the Claimant's view, confirm that playing for a national youth team can only be seen as part of a young player's development and is not indicative for a completed training period.
- 14. As to the loan of the player to club X, the Claimant stated that such loan took place 21 months after the end of the 2008/2009 season and that it is the Claimant's policy to send young players on loan to other clubs in order to gain experience as part of the player's training period. In this context, the Claimant referred to several other young players of the Claimant who transferred on a loan basis to other clubs in order to gain experience. Furthermore, the Claimant indicated that it incurred a loan compensation of 100,000 for the loan of the player, which, in its view, is a compensation that enables the player

to go on loan and suggests that, having incurred the costs, the club accepting the player on loan would seek to use the player so as to get value for the compensation it had paid and, thus, provide the player with match experience. As to the performances of the player with club X, the Claimant indicated that the player played less than two and a half months for club X as well as that when the player joined club X it was 2nd in the league table and that, at the completion of the season, club X finished in 3rd position.

- 15. What is more, the Claimant indicated that the player's football career since joining club P proves that the player's training period was not completed yet; 30 days after having been registered with the Respondent, the player joined the country I club M on loan, playing only 7 matches, 3 of which as a substitute. In this respect, the Claimant questions why the Respondent would loan the player to club M, if the player had indeed completed his training period and was of such importance to the Respondent.
- 16. In continuation, the Claimant indicated that if the player's training was completed at the end of the 2008/2009 season, the Claimant would at least still be entitled to training compensation for the 2007/2008 and 2008/2009 seasons *i.e.* EUR 180,000.
- 17. As to the other arguments raised by the Respondent, the Claimant stated that training compensation is also payable when a professional moves between clubs belonging to two different associations, that a loan does not interrupt the "chain of transfers" and that the Claimant is in fact the previous club in the sense of the Regulations on the Status and Transfers of Players.
- 18. In its duplica, the Respondent reiterated its previous position and added the following statements as to the argument that the player had terminated his training before the age of 21:
 - The fact that the player played in the country E Premier League is in itself conclusive. Moreover, the fact that the player was not in the starting-11 in the matches he played with the Claimant has no significance in terms of negating his integration into the 1st team; the player had promoted to the 1st team at the beginning of the 2009/2010 team, which makes it evident that his training was terminated;
 - With reference to a club as big as the Claimant, it is not correct to qualify a player as a true professional only if he has been included in the team line-up or if he has played in a particular number of matches either as a regular player or a substitute. The training of a player who belongs to

- one of the strongest teams in the world cannot be defined on the basis of the number of times he has played;
- The Claimant has given examples of other players sent on loan, however, those players did not have the same successful career as the player in question;
- No comparison should be made to the player in the case CAS 2008/X/XXXX club Y v club Z; the relevant player was of nationality P and no comparison can be made between the country P national team and the country I national team. The country I under-21 team has won the European Championships on a number of occasions and is one of the world's elite teams;
- As to the loan of the player to club M, the Respondent indicated that the player suffered an injury in October and had not been able to play for two months, but that the fact remained that the player had been playing in all games of club M after having recovered from his injury;
- As to the argument of the Claimant that, in any case, EUR 180,000 would be payable, the Respondent indicated that this is not consistent with the applicable regulations which state that, where a player terminated his training before his 21st birthday, no compensation will be payable.

II. Considerations of the Dispute Resolution Chamber

- 1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as: *Chamber*) indicated that Mr Geoff Thompson refrained from participating in the deliberations on account of his nationality. Therefore, the Chamber adjudicated in the presence of four members, two club representatives and two player representatives.
- 2. Secondly, 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 19 September 2011. Consequently, the 2008 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *Procedural Rules*) is applicable to the matter at hand (cf. art. 21 par. 1 and 2 of the Procedural Rules).
- 3. 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 in combination with art. 22 lit. d) of the Regulations on the Status and Transfer

of Players (edition 2010) the Dispute Resolution Chamber is competent to deal with the matter at stake relating to training compensation between clubs belonging to different associations.

- 4. Furthermore, 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 2010), and considering that the player was registered with the Respondent on 1 August 2011 as well as that the present claim was lodged on 19 September 2011, the 2010 edition of the Regulations on the Status and Transfer of Players (hereinafter: *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 Chamber entered into the substance of the matter. The members of the Chamber started by acknowledging the above-mentioned facts of the case as well as the documentation on file.
- 6. In this regard, the Chamber recalled that the player, born on 29 March 1991, was registered with the Claimant as a professional for the period between 31 August 2007 and 26 July 2011 and that, between 18 March 2011 and 31 May 2011, the player was registered on a loan basis with club X.
- 7. In continuation, the Chamber took note that the Claimant claimed that it was entitled to receive training compensation from the Respondent in the amount of EUR 345,000.
- 8. Equally, the Chamber noted that the Respondent rejected the claim of the Claimant, arguing that the player had already terminated his training period before joining the Respondent. Equally, the Chamber noted that the Respondent argued that the claim should be rejected, since the Claimant was not the player's former club in the sense of art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations.
- 9. In this context, the Chamber highlighted that three issues need to be analysed in the present matter:
 - 1) Does a club that, during the training and education of the player, loans the player to another club, lose its entitlement to training compensation?;
 - 2) Was the player's training already completed at the time the player joined the Respondent?; and

- 3) Did the Claimant comply with the prerequisites of art. 6 par. 3 of Annexe 4 of the Regulations in order to be entitled to receive training compensation from the Respondent?
- 10. When addressing the first issue, the Chamber referred to the rules applicable to training compensation and stated that, as established in art. 20 of the Regulations as well as 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 a player is registered for the first time as a professional before the end of the season of the player's 23rd birthday or when a professional is transferred between clubs of two different associations before the end of the season of the player's 23rd birthday. In case the latter occurs, art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations sets forth that training compensation will only be owed to the player's former club for the time he was effectively trained by that club.
- 11. Furthermore, the Chamber referred to art. 10 par. 1 of the Regulations, which stipulates that professionals may be loaned to another club on the basis of a written agreement between the professional and the clubs concerned. Moreover, the last sentence of said article stipulates that any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and the solidarity mechanism.
- 12. Turning its attention to the argument raised by the Respondent in this context, the Chamber understood that the Respondent was of the opinion that the Claimant is not entitled to any training compensation, since the Claimant loaned the player to another club and, therefore, the Claimant was not the player's former club in the sense of art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations, *i.e.* the loan of the player from the Claimant to club X constituted a subsequent transfer and consequently deprived the Claimant from its potential entitlement to training compensation for the period of time prior to such loan.
- 13. With due consideration to the above, the Chamber stressed that one of the aims of the last sentence of art. 10 par. 1 of the Regulations is to ensure that training clubs which register a player on a loan basis also benefit from the solidarity mechanism and training compensation, provided that the relevant prerequisites in the pertinent provisions of the Regulations are fulfilled. This approach is also in line with the Chamber's well-established jurisprudence that all clubs which have in actual fact contributed to the training and education of a player as from the age of 12 until the age of 21 (unless it is evident that the

player has already terminated his training period before the age of 21) are, in principle, entitled to training compensation for the timeframe that the player was effectively trained by them.

- 14. In this respect, the Chamber deemed it at this point essential to emphasise that, as to the liability to pay training compensation, the analogy established in art. 10 par. 1 of the Regulations could not be extended to the case in which a player is loaned to a club and thus is not being definitively transferred to the latter club. In other words, the transfer of a player from the club of origin to the club that accepts the player on loan, as well as the return of the player from the club that accepted him on loan to the club of origin, do not constitute a "subsequent transfer" in the sense of art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations. The Chamber was eager to point out that it could not have been the intention of the legislator of the relevant regulatory provision (i.e. art. 10 par. 1 of the Regulations) to trigger the consequences of art. 3 par. 1 of Annexe 4 of the Regulations on the occasion of a transfer on a loan basis and, thus, potentially deprive the loan of its essential flexibility and, in connection with the training and education of players, its purpose of providing young players with the opportunity to gain practical experience in official matches for another club in order to develop in a positive way.
- 15. What is more, and while recalling that art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations stipulates that "In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club", the Chamber acknowledged that the Claimant was not the player's former club stricto sensu, however, the Chamber pointed out that, within the framework of loans and for the purposes of the rules governing training compensation, the period of time that the player was registered with club X on loan and the period of time that the player was registered with the Claimant, should be considered as one entire timeframe.
- 16. Hence, the Chamber came to the firm conclusion that for the purposes of the provisions of the Regulations governing training compensation, the loan of a young player from his club of origin to other clubs does not interrupt the ongoing training period of the player and the obligation to pay training compensation arises only in case a player is transferred on a definitive basis, with the effect that, at that moment, the club which transferred the player on a loan basis to another club is entitled to training compensation for the entire period of time during which it effectively trained the player, however, excluding the period of time of the loan.

- 17. Bearing in mind the foregoing, the Chamber deemed that the Respondent's interpretation of art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations is incorrect and reiterated that the loan of the player to club X cannot be considered to constitute a subsequent transfer which would trigger the consequences stipulated in art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations.
- 18. Consequently, taking into account the above-mentioned considerations, the Chamber concurred that it had to reject the Respondent's argumentation in relation to art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations.
- 19. In continuation, the Chamber went on to examine whether or not the player's training period had already been completed before the season of the player's 21st birthday.
- 20. In this respect, the Chamber referred to art. 6 of Annexe 4 of the Regulations, which contains special provisions regarding players moving from one association to another association inside the territory of the European Union (EU)/European Economic Area (EEA). More specifically, the members of the Chamber referred to art. 6 par. 2 of Annexe 4 of the Regulations, which stipulates that, inside the EU/EEA, the final season of training may occur before the season of the player's 21st birthday if it is established that the player completed his training before that time.
- 21. In view of the above, the Chamber stated that it first had to verify whether art. 6 par. 2 of Annexe 4 of the Regulations applies to the present case as *lex specialis*.
- 22. In this regard, the Chamber indicated that, since the player moved from one association to another association inside the territory of the EU, said article is applicable. Therefore, the Chamber concluded that art. 6 par. 2 of Annexe 4 of the Regulations applies in the case at hand as *lex specialis*.
- 23. In this context, the Chamber emphasized that cases involving a possible early completion of a player's training period have to be assessed on a case-by-case basis, whereby all the specific circumstances and all the evidence produced has to be taken into consideration. Hence, several factors and indications have to be considered in order to assess and establish whether a particular player's training has indeed been completed before the season of his 21st birthday. For the sake of completeness, the Chamber pointed out that, so far, both the Chamber as well as the CAS have adopted a strict approach in establishing that

- a player's training had indeed been completed before the season of a player's 21st birthday, so as to not jeopardize the right of training clubs to, in principle, receive training compensation.
- 24. In this respect, the Chamber took, once more, note of all the specific circumstances of the present matter as well as of all the evidence produced by the parties of the dispute. First of all, the Chamber highlighted that, during the period of registration with the Claimant, the player had not played on a regular basis with the latter and had, thus, undoubtedly not the same level of training and football skills as his colleagues. In fact, the Chamber underlined that, according to the documentation on file, the player had only played a total of 169 minutes for the Claimant over the course of four seasons. Contrary to the opinion of the Respondent, the Chamber considered that it could not be established that the player had been a permanent member of the Claimant's first team.
- 25. Secondly, the Chamber pointed out that the player had been loaned by the Claimant to club X, a club which, contrary to the Claimant, did not play at the highest professional level in country E. In this respect, the Chamber considered that the Claimant had loaned the player to club X in order for the player to gain personal and professional experience.
- 26. In continuation, the Chamber noted that the player was a regular for the youth teams of the national team of country I. The Chamber outlined that this may indeed be an indication of the player's talent, skills and level of training, however, such fact is in itself not conclusive in establishing that a particular player indeed already completed his training period.
- 27. Finally, the Chamber outlined that even if a club is considered as one of the best clubs of the world, this does not necessarily mean that, every young player joining such club, is no longer in need of training.
- 28. In view of the above, the Chamber concurred that, in the specific matter at hand and taking all the above-mentioned elements combined, it could not be established that the player had indeed already completed his training before joining the Respondent. Hence, the Chamber deemed that the training period of the player had not been completed before the season of his 21st birthday.
- 29. Turning to the third issue, the Chamber acknowledged that it also had to verify whether the Claimant had complied with the prerequisites of art. 6 par. 3 of Annexe 4 of the Regulations in order to be entitled to receive training

compensation from the Respondent. In this context, the Chamber recalled that the player was already contractually bound and registered as a professional with the Claimant prior to his move to the Respondent.

- 30. In this sense, the Chamber emphasized that, in accordance with art. 6 par. 3 sent. 1 of Annexe 4 of the Regulations, if the former club does not offer the player a contract, no training compensation is payable unless the former club can justify that it is entitled to such compensation. The former club must offer the player a contract in writing via registered mail at least 60 days before the expiry of his current contract (cf. art. 6 par. 3 sent. 2 of Annexe 4 of the Regulations).
- 31. In light of the above, the Chamber examined the documents presented by the Claimant and considered that the Claimant had indeed offered the player a contract of an equivalent value at least 60 days prior to the expiry of his contract. For the sake of good order, the Chamber pointed out that this was also not disputed by the Respondent in any way. In light of the foregoing, the Chamber established that the Claimant had complied with art. 6 par. 3 of Annexe 4 of the Regulations.
- 32. On account of all the above-mentioned considerations, the Chamber decided that the Respondent is liable to pay training compensation to the Claimant in accordance with art. 20 and Annexe 4 of the Regulations.
- 33. Turning its attention to the calculation of training compensation, the Chamber referred to the FIFA circular no. 1223 dated 29 April 2010 which provides details for the calculation of training compensation as well as to art. 5 par. 1 and par. 2 of Annexe 4 of the Regulations, which stipulate that as a general rule, to calculate the training compensation due to a player's former club, it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself. Furthermore, the Chamber referred to art. 6 of Annexe 4 of the Regulations which contains special provisions in case a player moves from a lower to a higher category club or from a higher to a lower category club within the territory of the EU/EEA. However, since in the matter at hand both clubs belong to the same category, this provision is irrelevant in this context.
- 34. In continuation, the Chamber observed that according to the documentation on file, both the Claimant and the Respondent belonged to the category I (indicative amount of EUR 90,000 per year) and that the player was registered with the Claimant as from 31 August 2007 until 26 July 2011 as well as that the

player was loaned to club X as from 18 March 2011 until 31 May 2011. Therefore, taking into account the period during which the player was registered with club X, the player was effectively registered with- and trained by - the Claimant for a period of 45 months.

- 35. Consequently, and in light of the above-mentioned considerations, the Chamber decided to partially accept the Claimant's claim and decided that the Respondent is liable to pay training compensation to the Claimant in the amount of EUR 337,500.
- 36. Moreover, taking into consideration the Claimant's claim as well as art. 3 par. 2 of Annexe 4 of the Regulations, the Chamber decided that the Respondent has to pay interest at 5% *p.a.* over the amount payable as training compensation as of 31 August 2011 until the date of effective payment.
- 37. The Dispute Resolution Chamber further decided that the Claimant's claim for legal expenses is rejected, in accordance with art. 18 par. 4 of the Procedural Rules and the respective longstanding jurisprudence of the Chamber.
- 38. Lastly, the Chamber referred to 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 CHF 25'000 are levied. It is further stipulated that the costs are to be borne in consideration of the parties' degree of success in the proceedings and, in accordance with Annexe A of the Procedural Rules, the costs of the proceedings are to be levied on the basis of the amount in dispute.
- 39. In respect of the above, the Chamber held that the amount to be taken into consideration in the present proceedings is EUR 345,000 related to the claim of the Claimant. Consequently, the Chamber concluded that the maximum amount of costs of the proceedings corresponds to CHF 25,000 (cf. table in Annexe A of the Procedural Rules).
- 40. As a result, taking into account the particularities of the present matter, the number of issues that had to be addressed as well as that the Respondent was the unsuccessful party in the present proceedings, the Chamber determined the costs of the current proceedings to the amount of CHF 15,000, which shall be borne by the Respondent.

III. Decision of the Dispute Resolution Chamber

- 1. The claim of the Claimant, club C, is partially accepted.
- 2. The Respondent, club P, has to pay to the Claimant within 30 days as from the date of notification of this decision, the amount of EUR 337,500 plus default interest of 5% p.a. on said amount as from 31 August 2011 until the date of effective payment.
- 3. In the event that the aforementioned sum plus interest 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 15,000 are to be paid by the Respondent **within 30 days** as from the date of notification of the present decision as follows:
 - 5.1. The amount of CHF 10,000 has to be paid to FIFA to the following bank account with reference to case no.:

UBS Zurich Account number 366.677.01U (FIFA Players' Status) Clearing number 230 IBAN: CH27 0023 0230 3666 7701U

SWIFT: UBSWCHZH80A

- 5.2. The amount of CHF 5,000 has to be paid to the Claimant.
- 6. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittances under points 2. and 5.2. above are 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. 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:

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 www.tas-cas.org

For the Dispute Resolution Chamber:

Jérôme Valcke Secretary General **Enclosed**: CAS directives