

**Decision of the
Single Judge of the sub-committee of the Dispute
Resolution Chamber (DRC)**

passed on 7 February 2020,

by **Mr Stefano Sartori (Italy)**,

Single Judge of the sub-committee of the DRC,

on the claim presented by the club,

Jeunesse Académie Sportive de Ngoulemakong, Cameroon

as Claimant

against the club,

Deportivo Alaves, Spain

as Respondent

regarding training compensation in connection with
the player Paul Stephane Keller

I. Facts of the case

1. According to the player passport issued by the Fédération Camerounaise de Football (hereinafter: *the FECAFOOT*), the player, Paul Stephane Keller, (hereinafter: *the player*), born on 20 August 2001, was registered with several of its affiliated clubs, including Jeunesse Académie Sportive de Ngoulemakong (hereinafter: *the Claimant*), as follows:

Clubs	Registration dates	Status
FECAFOOT	01.12.2014-31.12.2014	Amateur
FECAFOOT	01.01.2015-31.12.2015	Amateur
FECAFOOT	01.01.2016-20.11.2016	Amateur
Claimant	02.12.2016-31.12.2016	Amateur
Claimant	01.01.2017-30.11.2017 and 18.12.2017-31.12.2017	Amateur
Claimant	01.01.2018-30.11.2018 and 18.12.2018-31.12.2018	Amateur
Claimant	01.01.2019-13.08.2019	Amateur

2. Pursuant to the information provided by the FECAFOOT, the sporting seasons in Cameroon do not have consistent start and end date.
3. According to the information contained in the Transfer Matching System (TMS), the player, who was last registered with the Claimant as an amateur, was registered as an “*out of contract (free of payment)*” player with Deportivo Alaves (hereinafter: *the Respondent*) on 2 September 2019. In particular, the Respondent indicated that “*the player was not under contract with his former club (amateur player)*”.
4. According to the information contained in the TMS, the Respondent uploaded the following documents within the aforementioned transfer instruction:
 - The player’s proof of identity;
 - The player’s Third Party Ownership (TPO) declaration; and
 - The employment contract signed between the player and the Respondent.
5. In addition, the Respondent indicated that the transfer of registration had not been made against the payment of any “*Fixed transfer fee*”, “*Release (buy-out) fee*”, “*Conditional transfer fee*”, “*Sell-on fee*”, “*Solidarity contribution*” and “*Training compensation*”.
6. According to the information available in the TMS, Mr Joachim Claude Essomba Abanda is the chairman of the Claimant. In particular, Mr Essomba Abanda has

signed several official documents in or around August 2018 on behalf of the Claimant, and said documents contained the stamp of the Claimant.

7. In this context, on 6 December 2019, the Claimant contacted FIFA claiming its proportion of training compensation in relation to the first registration of the player as a professional to a club of a different association, before the end of the season of his 23rd birthday. In particular, the Claimant requested the amount of EUR 232,500 plus 5% interest *“as of the 31st day following the registration of the Player”*.
8. In particular, the Claimant pointed on 14 November 2019 it contacted the Respondent in order to request payment of the training compensation, and that the Respondent replied by email on 15 November 2019 that *“there is a misunderstanding once [the Claimant] renounced expressly to the training compensation signing an agreement”*.
9. The Claimant pointed out that despite referring to the aforementioned waiver the Respondent *“never submitted the alleged document according which [the Claimant] would have renounced to training compensation.”*
10. The Claimant also uploaded a power of attorney by means it mandated a legal representative to act on its behalf. The power of attorney is dated 2 November 2019 is signed and stamped by Mr Essomba Abanda.
11. In its reply to the claim, the Respondent first indicated that the Claimant waived its rights to training compensation. In support of its argumentation, the Claimant provided a copy of a document dated 21 August 2019 (hereinafter: *the agreement*) according to which the Claimant agreed to renounce to its training compensation rights but that the Respondent would instead pay conditional amounts should the player make appearances with the Respondent’s first team.
12. In particular, the Respondent declared that it had not negotiated the agreement with the Claimant directly but via an intermediary, Mr Carlos Varga, who declared that he was mandated by the Claimant to represent it in the negotiations with the Respondent in relation with the player. The Respondent did not submit a copy of the alleged mandate.
13. The Respondent emphasised that as the player signed a youth contract, it would have never signed the player without the existence of such agreement, in view of the final implications that such registration would have had.
14. Then the Respondent explained that it had met with the Claimant’s club officials in person in Cameroon at a later date, and provided pictures in support. The

Respondent pointed out that the signature on the aforementioned agreement and the signature of the Claimant's former club TPO declaration were the same, and therefore that it was proof that the agreement had been undeniably signed by the Claimant and that the signature of the former club TPO declaration was a proof of the tacit agreement of the Claimant as to the release of the player to the Respondent. In this respect, the agreement and the former club TPO declaration were apparently signed by Mr Joachim Claude Essomba Abanda who acted on behalf of the Claimant. The documents contained the same signature without any stamp from the Claimant.

15. Finally, the Respondent referred that in line with the jurisprudence of the Dispute Resolution Chamber, the waiver was clear and unambiguous and referred to the waiving of any training compensation rights.
16. In view of all the above the Respondent rejected the claim of the Claimant in full and requested that the procedural costs shall be borne by the Claimant.

II. Considerations of the Single Judge of the sub-committee of the DRC

1. First of all, the Single Judge of the sub-committee of the Dispute Resolution Chamber (hereinafter: *the Single Judge*) 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 6 December 2019. Taking into account the wording of art. 21 of the 2019 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand (cf. article 21 par. 2 and 3 of the Procedural Rules).
2. Subsequently, the Single Judge referred to art. 3 of the Procedural Rules, which states that the Dispute Resolution Chamber shall examine its jurisdiction in light of arts. 22 to 24 of the Regulations (edition January 2020). In accordance with art. 3 of Annexe 6 in conjunction with art. 24 par. 3 and art. 22 lit. d) of the Regulations, the Single Judge is competent to decide on the present dispute relating to training compensation between clubs belonging to different associations handled through TMS.
3. Furthermore, and taking into consideration that the player was registered with the Respondent on 2 September 2019, the Single 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 2 of the Regulations on the Status and

Transfer of Players, the June 2019 edition of the Regulations is applicable to the matter at hand as to the substance.

4. The competence of the Single Judge and the applicable regulations having been established, the Single Judge entered into the substance of the matter. The Single Judge started by acknowledging the above-mentioned facts of the case as well as the documentation on file. However, the Single Judge emphasized that in the following considerations he will refer only to the facts, arguments and documentary evidence which he considered pertinent for the assessment of the matter at hand. In particular, the Single Judge recalled that, in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in the TMS.
5. First of all, the Single Judge recalled that, in accordance with the player passport issued by the FECAFOOT the player, born on 20 August 2001, was registered with the Claimant (1) as from 2 December 2016 until 30 November 2017; (2) as from 18 December 2017 until 30 November 2018 and (3) as from 18 December 2018 until 13 August 2019, always as an amateur, and that he was directly registered with the Respondent on 2 August 2019 as a professional, coming from the Claimant.
6. In continuation, the Single Judge took note that the Claimant requested the payment of the training compensation from the Respondent in view of the first registration of the player as a professional with the Respondent before the end of the season of his 23rd birthday. In particular, the Single Judge took note that the Claimant requested the amount of EUR 232,500 plus interest.
7. The Single Judge observed the argumentation of the Respondent which held that the Claimant had waived its rights to training compensation and that as such the Claimant was not entitled to receive training compensation.
8. Having paid particular attention to the arguments of the parties, the Single Judge, hereby referring to the rules applicable to training compensation, stated that, as established in art. 20 of the Regulations in combination with art. 1 par. 1 and art. 2 par 1. 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.
9. In continuation, the Single Judge observed that, based on the documents at disposal, it can be established that the player was registered with the Claimant

before the end of the season of his 21st birthday, i.e. (1) as from 2 December 2016 until 30 November 2017; (2) as from 18 December 2017 until 30 November 2018 and (3) as from 18 December 2018 until 13 August 2019, always as an amateur. Furthermore, the Single Judge noted that the player was registered with the Respondent as a professional on 2 September 2019, i.e. before the end of the season of his 23rd birthday.

10. In view of the foregoing, the Single Judge remarked that the Claimant should in principle be entitled to training compensation.
11. The Single Judge however recalled that the Respondent first argued that the Claimant had waived its rights by signing an agreement on 21 August 2019.
12. Having paid particular attention to the wording of the agreement, the Single Judge acknowledged that the wording of the agreement constituted a clear and unambiguous waiver of training compensation. In addition, the Single Judge duly noted that the Respondent insisted that the document was signed by a club official of the Claimant, Mr Essomba Abanda.
13. The Single Judge however observed that the power of attorney signed by Mr Essomba Abanda as well as other documents uploaded on TMS in relation to other transactions that were signed by Mr Essomba Abanda were signed with a different signature of the one within the agreement. What is more, the Single Judge noted that the power of attorney as well as the above documents were always stamped with the stamp of the Claimant, whilst the agreement was simply signed.
14. Furthermore, the Single Judge noted that the Respondent argued that Mr Essomba Abanda also signed the former club TPO declaration with the same signature as the one used in the agreement. Once again, the Single Judge observed that this signature was not consistent with the signature that is contained within the power of attorney or other official documents of the Claimant, and that said TPO declaration was not stamped either.
15. What is more, the Single Judge recalled that the Respondent stated that the negotiations and the signing of the agreement and the TPO declaration were made through an intermediary and not with the Claimant directly. In this respect, the Single Judge underlined that no mandate was provided that would indeed prove that the intermediary was acting on behalf of the Claimant with a valid representation agreement.
16. In fact, the Single Judge emphasised that the fact that the signature of the Claimant's chairman contained in this document as well as in the former club TPO declaration were not consistent with the signature of other documents signed by

the chairman, and that the documents presented by the Respondent were not stamped with the stamp of the Claimant, led him to have serious doubts as to the fact that the Claimant had indeed signed the agreement in order to waive its training compensation rights.

17. Moreover, the Single Judge duly noted that the documents presented by the Respondent were not uploaded on TMS. The Single Judge was of the opinion that such agreement must be uploaded in TMS, and the fact that it was not added to the Single Judge's doubts as to the fact that the agreement was in fact signed by an official representative of the Claimant.
18. Indeed, the Single Judge was surprised that the Respondent failed to upload the agreement on TMS when registering the player, and failed to input the relevant data. In fact, the Respondent registered the player as an out of contract/amateur player and indicated that the transaction had been processed with the clubs agreeing on any payments. In particular, the Single Judge pointed out that when registering a player as an out of contract/amateur player on TMS, the former club does not have to confirm the information that the new club is entering.
19. In view of the above, the Single Judge determined that the fact that the Respondent did not upload the agreement in TMS nor indicated the conditional payments in the transfer instruction reflected at the very least negligence on the Respondent's part.
20. This, in combination with the fact that it could not be established that the Claimant agreed and signed the agreement, led the Single Judge to reject the argumentation of the Respondent.
21. Consequently, the Single Judge determined that training compensation was due to the Claimant.
22. Turning its attention to the calculation of the training compensation, the Single Judge referred to art. 3 par. 1 sent. 2 of 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. Taking into consideration that there are no consistent season start and end dates in Cameroon over the relevant period, the Single Judge considered that the seasons in Cameroon followed the calendar year. As such, the Single Judge concluded that the effective period of time to be considered in the matter at stake corresponds to 30 days of the season of the player's 15th birthday, 348 days of the season of the player's 16th birthday, 348 days of the season of the player's 17th birthday and 225 days of the season of the player's 18th birthday.

23. Taking into consideration all the above, as well as the amount claimed by the Claimant, the Single Judge decided that the Respondent is liable to pay the amount of EUR 227,917.81 to the Claimant for the training and education of the player.
24. Moreover, taking into consideration the Claimant's request as well as art. 3 par. 2 of Annexe 4 of the Regulations, the Single Judge decided that the Respondent has to pay, in conformity with its long standing practice, interest at 5% p.a. over the amount payable as training compensation as of the 31st day of the registration of the player with the Respondent as a professional, i.e. as of 3 October 2019 until the date of effective payment.
25. Lastly, the Single Judge referred to art. 25 par. 2 of the Regulations in conjunction 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 CHF 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 and that, 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.
26. In respect of the above, the Single Judge held that the amount to be taken into consideration in the present proceedings is EUR 232,500 related to the claim of the Claimant. Consequently, the Single Judge concluded that the maximum amount of costs of the present proceedings corresponds to CHF 25,000.
27. As a result, the Single Judge determined the costs of the current proceedings to the amount of CHF 25,000 which, considering the degree of success, shall be borne in full by the Respondent.
28. Furthermore, taking into account the consideration under number II./3. above, the Single Judge referred to par. 1 and 2 of art. 24bis of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
29. In this regard, the Single Judge pointed out that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid and for the maximum duration of three entire and consecutive registration periods.

30. Therefore, bearing in mind the above, the Single Judge decided that, in the event that the Respondent does not pay the amount due to the Claimant within 45 days as from the moment in which the Claimant, following the notification of the present decision, communicates the relevant bank details to the Respondent, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent in accordance with art. 24bis par. 2 and 4 of the Regulations.
31. The Single Judge recalled that the above-mentioned sanction will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24bis par. 3 of the Regulations.
32. Finally, the Single Judge concluded his deliberations by rejecting any further claim lodged by the Claimant.

III. Decision of the Single Judge of the sub-committee of the DRC

1. The claim of the Claimant, Jeunesse Académie Sportive de Ngoulemakong, is partially accepted.
2. The Respondent, Deportivo Alaves, has to pay the Claimant the amount of EUR 227,917.81 plus 5% interest *p.a.* as of 3 October 2019 until the date of effective payment.
3. Any further claim of the Claimant is rejected.
4. The Claimant is directed to inform the Respondent, immediately and directly, of the relevant bank account to which the Respondent must pay the amount mentioned under point 2. above.
5. The Respondent shall provide evidence of payment of the due amount in accordance with point 2. above to FIFA to the e-mail address psdfifa@fifa.org, duly translated, if need be, into one of the official FIFA languages (English, French, German, Spanish).
6. In the event that the amount due plus interest in accordance with point 2. above is not paid by the Respondent **within 45 days** as from the notification by the Claimant of the relevant bank details to the Respondent, the Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods (cf. art. 24bis of the Regulations on the Status and Transfer of Players).
7. The ban mentioned in point 6. above will be lifted immediately and prior to its complete serving, once the due amount is paid.
8. In the the event that the aforementioned sum is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.
9. The final costs of the proceedings in the amount of CHF 25,000 are to be paid by the Respondent to FIFA to the following bank account with reference to case no. TMS 5251/tle:

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

Note related to the publication:

The FIFA administration may publish decisions issued by the Players' Status Committee or the DRC. Where such decisions contain confidential information, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 20 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber).

Note relating to the motivated decision (legal remedy):

According to art. 58 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. 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.

The full address and contact numbers of the CAS are the following:

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For the Single Judge of the
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