

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

passed on 12 February 2020,

by **Alexandra Gómez Bruinewoud (Uruguay/Netherlands)**,  
Single Judge of the sub-committee of the DRC,

on the claim presented by the club,

**Arsenal FC de Yaounde, Cameroon**

*as Claimant*

against the club,

**CS Petroclub, Moldova**

*as Respondent*

regarding training compensation in connection with  
the player Pempeme Njoya Ibrahim Mounir

## I. Facts of the case

1. According to the player passport issued by the Fédération Camerounaise de Football (hereinafter: *the FECAFOOT*), the player, Pempeme Njoya Ibrahim Mounir (hereinafter: *the player*), born on 15 February 1997, was registered with its affiliated club, Arsenal FC de Yaounde (hereinafter: *the Claimant*), as an amateur athlete from 2 August 2010 until 30 November 2015.
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 was registered with the Claimant club as an amateur, before he was registered as an amateur to Ukrainian club FC Umanfermmash, where he remained from 22 April 2016 until 19 August 2017. Later, the player was registered as a professional for the first time with the Moldovan club, CS Petroclub (hereinafter: *the Respondent*), on a definitive basis, on 28 September 2017.
4. For the purpose of the calculation of training compensation for young players, as set out in FIFA Circular no. 1249 dated 6 December 2010 (hereinafter: *FIFA circular 1249*), each association shall divide its clubs each year into a maximum of four categories, from I (highest category) to IV (lowest category), as follows:
  - a. Category I (top-level, high-quality training centre) All first-division clubs of member associations investing, on average, a similar amount in training players;
  - b. Category II (still professional, but at a lower level) All second-division clubs of member associations in category I and all first-division clubs in all other countries with professional football;
  - c. Category III All third-division clubs of member associations in category I and all second-division clubs in all other countries with professional football;
  - d. Category IV All fourth- and lower-division clubs of the member associations in category I, all third- and lower-division clubs in all other countries with professional football and all clubs in countries with only amateur football.
5. As per Annexe 4 art. 4 para. 1 of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) and FIFA Circular 1249, the training costs for each category shall be based on “*the amount needed to train one player for one year multiplied by an average “player factor”, which is the ratio of players who need to be trained to produce one professional player*”.

6. Pursuant to FIFA Circular no. 1582 dated 26 May 2017 and the information available on TMS, the Respondent belonged to the category III (UEFA indicative amount of EUR 30,000 per year) at the moment the player was registered with it.
7. In this context, on 21 November 2018, the Claimant contacted FIFA claiming its proportion of training compensation in relation to the first registration of the player as a professional before the end of the season of his 23<sup>rd</sup> birthday. In particular, the Claimant requested the amount of EUR 110,000 plus 5% interest as of the respective due date. The Claimant then amended its claim on 10 October 2019 and requested the amount of EUR 46,951 plus 5% interest as of the respective due date.
8. Upon direction of the FIFA Administration to comment on a waiver allegedly signed by the Claimant and uploaded in TMS on the transfer instruction regarding the player's transfer from FC Umanfermmash to the Respondent, the Claimant submitted it had been forged by the Respondent.
9. Despite having being asked by FIFA to both file its position and produce the original version of the alleged waiver, the Respondent failed to do so.

## 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 she was competent to deal with the case at hand. In this respect, she took note that the present matter was submitted to FIFA on 21 November 2018. 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 28 September 2017, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, she confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the

Status and Transfer of Players, the 2016 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 she will refer only to the facts, arguments and documentary evidence which she 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 15 February 1997, was registered with the Claimant as an amateur athlete from 2 August 2010 until 30 November 2015.
6. Secondly, the Single Judge noted that in accordance with the player passport issued by the Football Federation of Ukraine, the player was registered with its affiliate club FC Umanfermmash as an amateur athlete from 22 April 2016 until 19 August 2017
7. Thirdly, the Single Judge acknowledged that the player was registered with the Respondent on 28 September 2017 as a professional.
8. 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 23<sup>rd</sup> birthday. In particular, the Single Judge took note that the Claimant requested the amount of EUR 46,951 plus interest.
9. The Single Judge further observed that the Respondent did not respond to the claim.
10. 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 23<sup>rd</sup> birthday or when a professional is transferred between clubs of two different associations before the end of the season of the player's 23<sup>rd</sup> birthday.

11. 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 as an amateur from 2 August 2010 until 30 November 2015, and later as an amateur with FC Umanfermmash from 22 April 2016 until 19 August 2017. Furthermore, the Single Judge noted that the player was registered with the Respondent as a professional for the first time on 28 September 2017, i.e. before the end of the season of his 23<sup>rd</sup> birthday.
12. In view of the foregoing, the Single Judge remarked that the Claimant should in principle be entitled to training compensation.
13. The Single Judge however recalled that the transfer instruction regarding the player's registration with the Respondent, filed with TMS under number 178922, contains a waiver allegedly signed by the Claimant, and took note of the Claimant's submission that such document had been forged. Moreover, the Single Judge gave due consideration to the fact that the Respondent failed both to file its position on the Claimant's claim and to produce the original version of the aforementioned waiver, despite having been invited to do so.
14. In view of the above, the Single Judge was of the opinion that in the present case, it could not be considered that the Claimant had waived its right regarding the training compensation for the player.
15. 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 the following:
  - 5 months of the season of the player's 13th birthday;
  - 12 months of the season of the player's 14th birthday;
  - 12 months of the season of the player's 15th birthday;
  - 12 months of the season of the player's 16th birthday;
  - 12 months of the season of the player's 17th birthday;
  - 11 months of the season of the player's 18th birthday.
16. 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 46,951 to the Claimant for the training and education of the player.

17. 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 31<sup>st</sup> day of the registration of the player with the Respondent as a professional, i.e. as of 28 October 2017 until the date of effective payment.
18. 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.
19. In respect of the above, the Single Judge held that the amount to be taken into consideration in the present proceedings is EUR 46,951 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 5,000.
20. As a result, the Single Judge determined the costs of the current proceedings to the amount of CHF 5,000 which, considering the degree of success, shall be borne in full by the Respondent.

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

1. The claim of the Claimant, Arsenal FC de Yaounde, is accepted.
2. The Respondent, CS Petroclub, has to pay to the Claimant, **within 30 days** as from the date of notification of this decision, of EUR 46,951, plus 5% interest *p.a.* as from 28 October 2017 until the date of effective payment.
3. In the event that the aforementioned sum plus interest is not paid by the Respondent 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. 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 Single Judge of the sub-committee of the DRC of every payment received.
5. The final 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. TMS 3571:

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:

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 Single Judge of the  
sub-committee of the DRC:



---

Emilio García Silvero  
Chief Legal & Compliance Officer