



Arbitration CAS 2012/A/2711, 2712 & 2713 Hamrun Spartans FC v. Amsterdam FC, Club Quick Boys & Almere City FC, award of 10 July 2012

Panel: Prof. Petros Mavroidis (Greece), President; Mr Efraim Barak (Israel); Mr Manfred Nan (The Netherlands)

Football

Training compensation

Amateur and professional players under the FIFA RSTP

Interpretation of the written employment contract under Article 2 RSTP

International transfers and non-literal transposition of Article 2 RSTP into the rules of the national federation

International transfers within the EU/EEA

1. According to the FIFA Regulations on the Status and Transfer of Players (RSTP), the players are either amateur or professional. There is no space for a third, or hybrid category. The definition of “professional” in the RSTP is clear: to be a professional, the player must meet two cumulative requirements: a) he must have a written employment contract with a club and b) must be paid more than the expenses he effectively incurs in return for his footballing activity.
2. The labour agreement under Article 2 RSTP should not necessarily be registered as such by the interested association. Otherwise a hybrid category of players would be introduced, that is, players with a written contract and with a salary but who are registered at their association. In addition, nothing in the relevant FIFA rules indicates that the classification as a professional is subject to a third condition, i.e. the effective registration as such at the concerned association. Furthermore, the door would be opened to abuses if the classification as a professional and the derivative entitlement to training compensation would be conditional upon the association to effectively register the player as a professional.
3. In a case related to an international transfer and the consequences of the registration of a player pursuant to such transfer, the status of the player has to be analysed exclusively based on the relevant FIFA rules. There is no room for the application in such a case of different national rules. Pursuant to the rules of the RSTP, a national federation is obliged to literally transpose article 2 of the RSTP. The mere fact that a national federation registers a player in a way inconsistent with the requirements of the RSTP (e.g. because a club did not inform the national federation that it concluded an employment contract with a player) should not affect the decision as to the true status of the player and should not remove the player from the scope of the FIFA regulations and the criteria established in article 2 of the RSTP. As a result, the RSTP, and in particular its article 2, override possible conflicting national rules.

4. **In the presence of transfers within the EU/EEA, special provisions apply. They are the result of the understanding reached between FIFA and UEFA on the one hand and the European Union on the other in March 2001. This has been formalised through Article 6 of Annex 4 to the RSTP.**

I. PARTIES

1. Hamrun Spartans FC is a football club, registered in Hamrun, Malta. It is a member of the Malta Football Association (“MFA”), itself affiliated to the Fédération Internationale de Football Association (“FIFA”) since 1960.
2. Amsterdam FC is a football club registered in Amsterdam, the Netherlands. It is a member of the Royal Netherlands Soccer Federation (Koninklijke Nederlandse Voetbalbond - KNVB), which has been affiliated to FIFA since 1904.
3. Almere City FC, formerly named FC Omniworld, is a football club registered in Almere, the Netherlands. It is also a member of the KNVB.
4. Club Quick Boys is a football club registered in Katwijk, the Netherlands. It is also a member of the KNVB.

II. FACTUAL BACKGROUND

II.1 The contracts signed by the Player

5. The player S. (hereinafter the “Player”) is of Dutch nationality and was born on 10 August 1987.
6. The issues to be addressed in the present proceedings are: the time period when the Player trained and played; the identity of the club for which he played; and the point in time when he turned professional.
7. With regard to these issues and in support of their respective allegations, the parties have produced several player passports containing contradictory information:

Annexe 5 to the appeal brief

Club	Association	From	until	Status
Amsterdam FC	KNVB	01.05.2003	09.06.2004	Amateur
FC Omniworld	KNVB	01.08.2007	25.06.2008	Amateur
Club Quick Boys	KNVB	25.06.2008	20.11.2008	Amateur

Annexe 8 to the appeal brief

Club	Association	From	until	Status
Amsterdam FC	KNVB	01.08.2002	31.05.2004	Amateur
FC Omniworld	KNVB	01.08.2004		Amateur
Club Quick Boys	KNVB	25.08.2008	20.11.2008	Amateur
Hamrun Spartans FC	MFA	20.11.2008	Signed his first contract on 02.01.2009	Professional

Annexe 1 to the answer

Club	Association	From	until	Status
Amsterdam FC	KNVB	01.06.2002	31.05.2004	Amateur
Almere City FC	KNVB	01.08.2004	25.06.2008	Amateur
Club Quick Boys	KNVB	26.06.2008	20.11.2008	Amateur
Hamrun Spartans FC	MFA	20.11.2008	Signed his first contract on 02.01.2009	Professional

8. In a written statement dated 3 February 2012, the Player confirmed the following:
- He was registered with Amsterdam FC “from summer 2002 to May 2004” but sustained a serious injury, which prevented him from playing football in September 2003. After this incident, he did not return to this club.
 - Between the seasons 2004/2005 and 2007/2008, he was registered with Almere FC. However:
 - he started to play and train for this club in January 2004, i.e. when he recovered from the above-mentioned injury;
 - between August 2004 and January 2005 and between September 2007 and January 2008, he was unable to play or train for various health reasons;
 - he left the club in January 2008 and did not play football until the end of the season.
 - For the 2008/2009 season, he signed a contract with Club Quick Boys, effective from 1 August 2008. The agreed salary was EUR 625 per month. He was also entitled to match bonuses (EUR 75 for every points and EUR 100 for match appearances) as well as a

compensation for his travelling expenses. The contract was terminated by mutual agreement in the middle of November 2008. This statement was supported by the following evidence:

- A bank statement which confirms the credit entry of:
 - EUR 625 (entitled “monthly remuneration”) paid by Club Quick Boys on 25 September and 24 October 2008;
 - EUR 395 and EUR 640.26 paid by Club Quick Boys respectively on 01 September 2008 (under the title “remuneration and remittance”) and 31 December 2008 (under the title “remittance 2nd half 2008”).
- A copy of a contract, which was a fix-term agreement, effective from 1 August 2008 until 31 May 2009. This document reads as follows where pertinent:

“The parties wish to enter into an employment agreement with each other (...)

From 1 August 2008, the Player will enter the employment of Quick Boys in the position of football player. (...)

Neither Party may terminate this employment agreement prematurely. (...)

The working hours amount to, on average, 8 hours a week and will partly depend on Quick Boys’ match and training schedule. (...)

For the duration of this employment agreement, the Player will receive a salary of € 6,500.00 gross per season from Quick Boys. (...)

In addition the Player will receive a fixed expense allowance of € 1,000.00 net per season, as well as a commuting allowance of € 4,856,00 net per season. (...)

The Player will receive an additional starting line-up fee of € 125.00 gross per match for every time he is in the starting line-up (...) [and] an additional fee of € 42.50 gross for every competition point Quick Boys 1 achieves in a competition, provided that the Player is part of the selection of Quick Boys 1 that has achieved these competition points. (...)

In addition, the Player will receive a contribution of € 75,00 per season towards the purchase of football boots (...).”

9. In a written statement dated 9 March 2012, Mr Jeffrey Kooistra, technical director of Almere City FC between July 2005 and June 2010, made the following declaration:

“(...) S. played for this club till 30 June of 2007.

S. was not injured for a period of two years. During the period September 2003 and January 2005 he played several soccer matches for FC Omniworld / Almere City FC.

At the moment S. had the intention to make a transfer to Hamrun Spartans, I have informed this club about a possible education compensation they have to pay to FC Omniworld / Almere City FC. Hamrun Spartans declared to us that they have less money. Therefore I send them the information about the compensation, so that Hamrun Spartans has enjoyed the benefit of this education compensation they have to pay to FC Omniworld / Almere City FC”.

10. On 2 January 2009, Hamrun Spartans FC signed with the Player an employment contract whereby it has been agreed that *“the Player is being engaged by the Club as full-time non-amateur player for season 2008/2009, commencing from the date of this contract”*. According to the terms of this document, the Player was entitled to receive, inter alia, a monthly salary of EUR 700 as well as a monthly payment of EUR 650 to cover his general expenses.
11. On 9 November 2009 and in light of the fact that that the employment contract signed on 2 January 2009 was the first professional contract signed by the Player, the KNVB requested the MFA to invite its affiliate, Hamrun Spartans FC, to pay the following training compensations:
 - to Amsterdam FC: EUR 30,000.-;
 - to Almere City FC: EUR 120,000.-;
 - to Club Quick Boys: EUR 8,333.33.

II.2. The Proceedings Before The FIFA Dispute Resolution Chamber

12. On 26 March 2010, Amsterdam FC, Almere City and Club Quick Boys initiated separate proceedings with FIFA to order Hamrun Spartans FC to pay to them the training compensation indicated by the KNVB in its letter dated 9 November 2009.
13. In three separate decisions dated 7 April 2011, the FIFA Dispute Resolution Chamber (hereinafter the “DRC”) held that since *“it was, in principle, not contested that the player was registered with [Hamrun Spartans FC] for the first time as a professional, the Chamber deemed that the triggering element for the entitlement of [the Respondents] to claim training compensation, as established in art. 2 of Annexe 4 of the Regulations, was fulfilled”*.
14. The DRC dismissed all the arguments put forward by Hamrun Spartans FC and awarded training compensation to Amsterdam FC, Almere City and Club Quick Boys based upon:
 - the fact that Hamrun Spartans FC belonged to the category III (under the terms of the applicable FIFA Regulations on the Status and Transfer of Players), Amsterdam FC to the category IV, Almere City to the category III and Club Quick Boys to the category IV;
 - the number of months that it considered the Player had been registered with each of the clubs, i.e.:

- between 1 June 2002 and 31 May 2004 with Amsterdam FC, that is “1 month of the season of the player’s 14th birthday, the entire season of the player’s 15th birthday as well as 11 month of the season of the player’s 16th birthday”;
 - between 1 August 2004 and 25 June 2008 with Almere City FC, that is “11 months during the season of the player’s 17th birthday as well as the entire seasons of the player’s 18th, 19th and 20th birthdays”;
 - between 26 June 2008 and 20 November 2008 with Club Quick Boys, that is “5 months of the season of the player’s 21st birthday”;
 - the parameters and indicative amounts reflected in Annex 4 of the applicable FIFA Regulations on the Status and Transfer of Players.
15. Consequently, on 7 April 2011 and with three separate decisions, the DRC ordered Hamrun Spartans FC to pay to:
- Amsterdam FC “the amount of EUR 29,166, plus interest at a rate of 5% p.a. as from 2 February 2009 until the date of effective payment, **within 30 days** as from the date of notification of the present decision”;
 - Almere City FC “the amount of EUR 117,500, plus interest at a rate of 5% p.a. as from 2 February 2009 until the date of effective payment, **within 30 days** as from the date of notification of the present decision”;
 - Club Quick Boys “the amount of EUR 8,333, plus interest at a rate of 5% p.a. as from 2 February 2009 until the date of effective payment, **within 30 days** as from the date of notification of the present decision”.
16. On 11 January 2012, Hamrun Spartans FC was notified of the three decisions issued by the DRC.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

III.1 The Appeal

17. On 31 January 2012, Hamrun Spartans FC filed a statement of appeal with the Court of Arbitration for Sport (hereinafter “CAS”) against each of the decisions issued by the DRC in relation with the training compensation awarded to Amsterdam FC (CAS 2012/A/2711), to Club Quick Boys (CAS 2012/A/2712) and to Almere City FC (CAS 2012/A/2713).
18. On 8 February 2012, the CAS Court Office informed the parties that since they had all agreed to the consolidation of their respective appeals, all three would be referred to the same panel.

19. On 21 February 2011, Hamrun Spartans FC submitted an appeal brief, containing a statement of the facts and legal arguments accompanied by supporting documents and seeking the following relief:

“Therefore, the Appellant hereby respectfully requests CAS to rule:

Primary:

- 1) The appeal of Hamrun Spartans FC is upheld and the three appealed decisions of the FIFA Dispute Resolution Chamber dated 7 April 2011 are set aside.*
- 2) No training compensation for the player S. shall be paid by Hamrun Spartans FC to the Respondent 1.*
- 3) No training compensation for the player S. shall be paid by Hamrun Spartans FC to the Respondent 2.*
- 4) No training compensation for the player S. shall be paid by Hamrun Spartans FC to the Respondent 3.*
- 5) The costs of the proceedings shall be borne by the Respondents.*
- 6) The Respondents shall pay a sum determined by CAS to Hamrun Spartans FC as a contribution of its legal fees.*

Subsidiary:

- 1) The appeal of Hamrun Spartans FC is upheld and the three appealed decisions of the FIFA Dispute Resolution Chamber dated 7 April 2011 are set aside.*
- 2) The amount of training compensation for the player S. determined by the FIFA Dispute Resolution Chamber to be paid to Respondent 1 shall be reduced.*
- 3) The amount of training compensation for the player S. determined by the FIFA Dispute Resolution Chamber to be paid to Respondent 2 shall be reduced.*
- 4) The amount of training compensation for the player S. determined by the FIFA Dispute Resolution Chamber to be paid to Respondent 3 shall be reduced.*
- 5) The costs of the proceedings shall be borne by the Respondents.*
- 6) The Respondents shall pay a sum determined by CAS to Hamrun Spartans FC as a contribution of its legal fees”.*

20. The submissions of Hamrun Spartans FC, in essence, may be summarized as follows:

- Almere City FC is not mentioned on the player passports as one of the training clubs of the Player. During the proceedings before FIFA, it also failed to establish that it actually trained the Player. Almere City FC is therefore not entitled to any training compensation.

- The Player signed a professional contract with Club Quick Boys before he joined Hamrun Spartans FC. *“It must be concluded that the Player did not sign his first professional contract with [Hamrun Spartans FC] and therefore the Respondents are not entitled to training compensation”.*
- *“[Club Quick Boys] did not offer a contract to the Player and did not show any interest in keeping the Player for the rest of the season 2008/2009”.* Consequently and based on article 6 of annexe 4 of the applicable Regulations for the Status and Transfer of Players, Club Quick Boys is not entitled to training compensation.
- Neither Amsterdam FC nor Almere City FC showed any interest in keeping the Player or offered him a contract. Consequently, they are also not entitled to any training compensation.
- There is obviously conflicting information in the various player passports issued by the KNVB. Taking into account the various period during which the Player was prevented from playing because of health issues, the effective training periods to take into consideration are the following ones:

Club	From	Until	Period
Amsterdam FC	September 2002	September 2003	12 months
Omniworld FC	January 2005	August 2007	31 months
Club Quick Boys	01.08.2008	15.11.2008	3 ½ months
Hamrun Spartans FC	January 2009	May 2009	5 months

- *“The DRC stressed out that “the decisive moment to establish the relevant category of the club is the date of registration of the player with [Hamrun Spartans FC]” and rejected [Hamrun Spartans FC]’s argument that the club was relegated to the First Division after the season 2008/2009. However, the DRC wrongly did not take into account that during the period for which training compensation is claimed (1 June 2002 – 20 November 2008), [Hamrun Spartans FC] did not belong over the whole period to the category 3”.*
- The training compensations awarded by the DRC are excessive and disproportionate.

III.2 The Answer

21. On 14 March 2012, Amsterdam FC, Almere City FC and Club Quick Boys (hereinafter also referred to as the “Respondents”) submitted a joint answer, with the following request for relief:

***“IT IS THEREFORE THAT RESPONDENTS REQUEST THE COURT OF
ARBITRATION FOR SPORT***

To decide that the decisions made by the Dispute Resolution Chamber dated 7 April 2011 (...) regarding the training compensation for the Player S. be upheld, to the effect that there is training compensation for training and education of the Player as mentioned in the RSTP payable by [Hamrun Spartans FC] to:

[Amsterdam FC] in the amount of EUR 29,166;

[Almere City FC] in the amount of EUR 117,500; and

[Club Quick Boys] in the amount of EUR 8,333. -.

To decide that [Hamrun Spartans FC] has to pay legal interest and the rate of 5% or such other rate as to be determined in good justice as from 2 February 2009 until the date of receipt by Respondents.

To decide that [Hamrun Spartans FC] shall be liable for all costs and expenses incurred by the Respondents as result of the proceedings before FIFA (including reimbursement of the advance of costs to be paid to FIFA in the procedure before FIFA) as well as all costs for bringing this appeal including the costs and expenses of the CAS.

To decide that said payments are not subject to suspension for any reason and have to be effected within five business days after the date of receiving of the decision of CAS (...)

To decide to impose disciplinary measures in the event the decision of CAS is not observed by [Hamrun Spartans FC]”.

22. The Respondents’ submissions, in essence, may be summarized as follows:

- The player passport to be taken into consideration is the one referred to as “*Annex 1 to the answer*” under §7 above. According to this document, the Player was always registered as an amateur, when playing and training with the Respondents.
- Hamrun Spartans FC cannot derive any right from the fact that the KNVB issued several player passports with inconsistent information, as it is its own responsibility to find out exactly where, when and for whom the Player played. This is confirmed by the FIFA Commentary on the Regulations for the Status and Transfer of Players, according to which player passports are only there “*to assist in tracing the sporting history of the players*”.
- As it results from Mr Jeffrey Kooistra’s statement, the Player has never been prevented from playing or training for health reasons. “*Respondents hold that the Player was properly and effectively trained with [Almere City FC] during the period as from 1 August 2004 until 25 June 2008*”.
- The Player signed his first professional contract with Hamrun Spartans FC on 2 January 2009.

- FC Omniworld was the former name of Almere City FC, which is therefore entitled to the training compensation associated with the training period running between 1 August 2004 and 25 June 2008.
- Pursuant to the applicable regulations, a player is professional only if he meets the following two cumulative requirements: he must a) have a written employment contract with a club; *and* b) be paid more than the expenses (e.g., transport, equipment etc.) he effectively incurs in order to perform his football activity. In the present case and while he was playing for the Respondents, the Player has never met both conditions. *“There is no written contract in the sense of Article 2 of the RSTP and the Player did not receive remuneration that exceeded the costs he effectively incurred”*.
- It *“is of the utmost importance to emphasise that the “written contract” in order to be established that this criterion is fulfilled, is actually registered with the national association as a professional”*. Club Quick Boys was an amateur club and as such was not allowed under the regulations of the KNVB to enter into a professional contract with a player. *“Therefore, no written contract was (and could have been) registered with the KNVB”*.
- In addition, the fact that Hamrun Spartans FC did not pay *“any transfer compensation to [Club Quick Boys] leads to the conclusion that the Player did not have a written contract in the meaning of Article 2 of the RSTP”*.
- While playing with Club Quick Boys, the Player did not receive *“remuneration that exceed the actual costs he incurred. The Player had costs, such as travel costs, expenses allowances, etc. He lived in Almere and had to travel four times a week to Katwijk. In other words, the Player had substantial travel costs. The Player was only entitled to receive a monthly remuneration in the amount of EUR 625,00 which actually corresponded to his actual costs he effectively incurred”*.
- Article 6 § 3 of Annex 4 of the Regulations for the Status and Transfer of Players cannot be opposed to the Respondents for the following reasons:
 - Only *“a club which already had a contract with a player is obliged to offer a new contract if it intends to keep its right to training compensation in future. According to Respondents, it can thus be concluded that [Club Quick Boys] did not have the obligation to offer a contract to the Player”*.
 - *“Following constant jurisprudence of the DRC and CAS, the obligation to offer a professional contract to one of its players, does not apply to pure amateur clubs”,* such as Club Quick Boys.
- The DRC correctly calculated the training compensations to be paid to the Respondents and Hamrun Spartans FC has not discharged its burden of proof with regard to its allegation that the amounts awarded are disproportionate.

III.3 The constitution of the Panel

23. On 6 March 2012, the parties were informed by the CAS Court Office that the Panel in charge to decide the present dispute was constituted as follows: Mr Petros C. Mavroidis, professor of law, in Commugny, Switzerland, President of the Panel, Mr Efraim Barak, attorney-at-law in Tel Aviv, Israel, arbitrator designated by Hamrun Spartans FC and Mr Manfred Nan, attorney-at-law in Arnhem, the Netherlands, arbitrator nominated by the Respondents.

III.4 Hearing

24. The parties confirmed to the CAS Court Office that they agreed to waive a hearing.
25. In the above circumstances and pursuant to article R57 of the Code of Sport-related Arbitration (hereinafter “Code”), the Panel decided to refrain from holding a hearing.

IV. DISCUSSION

IV.1 CAS Jurisdiction

26. The jurisdiction of CAS, which is not disputed, derives from articles 62 et seq. of the FIFA Statutes and article R47 of the Code.
27. It follows that the CAS has jurisdiction to decide on the present dispute.

IV.2 Applicable Law

28. Article R58 of the Code provides the following:

“The Panel shall decide the dispute according to the applicable regulations and the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

29. Pursuant to article 62 § 2 of the FIFA Statutes,

“[t]he provisions of the CAS Code of Sports-Related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law”.

30. As a result, subject to the primacy of applicable FIFA’s regulations, Swiss Law shall apply complementarily. This was expressly accepted by the parties in their respective submissions.
31. The relevant contracts at the basis of the present case were signed after 1 January 2008, which is the date when the revised FIFA Regulations on the Status and Transfer of Players (i.e. the edition 2008) came into force (hereinafter referred to as the “RSTP”). Pursuant to article 26 §§ 1 and 2 of the regulations, the case shall be assessed according to the RSTP.

IV.3 Admissibility

32. The appeals were filed within the deadline provided by the FIFA Statutes and stated in the decisions issued by the DRC. They complied with all the other requirements of article R48 of the Code.
33. It follows that the appeals are admissible.

IV.4 Merits

34. The main issues to be resolved by the Panel in deciding this dispute are the following:
 - Was the Player a professional before he joined Hamrun Spartans FC?
 - Are the Respondents entitled to training compensation?

A. Was the Player a professional before he joined the Appellant?

35. On the one hand, Hamrun Spartans FC claims that the Player signed his first contract as a professional with Club Quick Boys.
36. On the other hand, the Respondents submit that Club Quick Boys was an amateur club and as such was not allowed - under the regulations of the KNVB - to enter into a professional contract with a player. Hence, they are of the opinion that the requirement of a “*written contract*” laid out in article 2 of the RSTP is not fulfilled. In addition, they contend that the Player did not receive from Club Quick Boys a remuneration, which exceeded the costs he effectively incurred. Finally, they assert that the absence of any transfer fee between Club Quick Boys and Hamrun Spartans FC “*leads to the conclusion that the Player did not have a written contract in the meaning of Article 2 of the RSTP*”.

1. In general

37. According to article 2 par. 2 of the RSTP, “*A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs*”.
38. Pursuant to article 5 par. 2, first sentence of the RSTP, “*A player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2*”.
39. In other words, the players are either amateur or professional. There is no space for a third, or hybrid category (CAS 2006/A/1177, par. 7.4.3; CAS 2009/A/1781, par. 8.13; CAS 2008/A/1739, par. 92).
40. The definition of “professional” in the RSTP is clear (see FIFA Commentary on the RSTP, ad art. 2). As stated *supra*, to be a professional, the Player must meet two cumulative

requirements: a) he must have a written employment contract with a club and b) must be paid more than the expenses he effectively incurs in return for his footballing activity (TAS 2009/A/1895).

2. *In particular*

41. It is undisputed that the Player was registered as a professional with Hamrun Spartans FC.
42. It is hence for the Panel to decide whether the two conditions set in article 2 par. 2 of the RSTP were fulfilled, while the Player was registered with Club Quick Boys.
 - a) Is there a written contract between the Player and Club Quick Boys?
43. On 23 April 2012 and in response to the Panel's request, the Respondents provided a copy of the written contract signed on 13 August 2008 between the Player and Club Quick Boys. According to the terms of this document, the parties to the said contract entered into an "*employment agreement*".
44. The Respondents contend that the mere fact that the Player and Club Quick Boys signed an "*employment agreement*" is irrelevant. According to them, in order to be qualified as a "*written contract*" under article 2 of the RSTP, the labour agreement has to be registered as such by the interested association, which was and could not have been the case, as the regulations of the KNVB at that time prohibit amateur clubs, such as Club Quick Boys, to enter into a professional labour agreement. In addition, the Respondents point out that the Player was always registered as an amateur at the KNVB.
45. The Panel observes that the Respondents' interpretation of article 2 §2 of the RSTP is not supported by the plain wording of this provision. If the Respondents' arguments in this respect were to be followed, we would be actually introducing a hybrid category of players, that is, players with a written contract and with a salary but who are registered as amateur at their association, quod non. In addition, nothing in the relevant FIFA rules indicates that the classification as a professional is subject to a third condition, i.e. the effective registration as such at the concerned association.
46. Furthermore, the door would be opened to abuses if the classification as a professional and the derivative entitlement to training compensation would be conditional upon the association to effectively register the player as a professional. This is particularly true in the presence of a:
 - club such as Club Quick Boys, which failed to comply with the regulations of its own association (i.e. signed a professional contract with a player despite the fact that it was not supposed to);
 - association such as the KNVB which failed to register a player as professional, irrespective of the question whether the requirements of article 2 par. 2 of the RSTP are met.

47. In this regard, it should be noted that in case the dispute is related to an international transfer and the consequences of the registration of the Player pursuant to such transfer, the status of the player has to be analysed exclusively based on the relevant FIFA rules. There is no room for the application in such a case of different national rules. Pursuant to articles 1 §3, litt. a) and 26 §3 of the RSTP, a national federation is obliged to literally transpose article 2 of the RSTP. The mere fact that a national federation registers a player in a way inconsistent with the requirements of the RSTP (e.g. because a club did not inform the national federation that it concluded an employment contract with a player) should not affect the decision as to the true status of the Player and should not remove the Player from the scope of the FIFA regulations and the criteria established in article 2 of the RSTP (CAS 2007/A/1370 & 1376, CAS 2008/A/1781, §8.25). As a result, the RSTP, and in particular its article 2, override possible conflicting national rules.
48. Based on the foregoing, the Respondents cannot derive any right from the fact that Club Quick Boys signed an *“employment contract”* with the Player in violation of the regulations of the KNVB. In the view of the Panel, it cannot be denied that the Player had a *“written contract”* with Club Quick Boys, as provided by article 2 §2 of the RSTP.
- b) When playing for Club Quick Boys, was the Player paid more for his footballing activity than the expenses he effectively incurred?
49. The Respondents submit that the Player was only entitled to receive a monthly remuneration of EUR 625 just sufficient to cover his travelling expenses. They claim that the amounts received by the Player *“actually corresponded to his actual costs he effectively incurred”*.
50. It results from the contract signed by Club Quick Boys and the Player that the latter was entitled to monthly wages (EUR 650 gross per month for 8 hours a week), fixed expenses allowance (EUR 1,000 net per season), commuting allowance (EUR 4,856 net per season), line-up fees (EUR 125 per match). The Player was also eligible for bonuses pursuant to an established payment scheme. In return the Player agreed to *“enter the employment of Quick Boys”* (article 1.1), not to *“terminate this employment agreement prematurely”* (article 1.4), to work 8 hours a week for Club Quick Boys (article 2.1), to *“keep himself available for Quick Boys’ first, second and third team”* (article 4.1), to *“take part in one or more training camps to be organised by Quick Boys”* (article 4.2), to not go *“on a holiday during the season”* (article 4.5), to be present during training and match days (article 4.4), to make himself available for public relations involvement and to wear sponsored clothing (articles 4.3, 4.6 and 4.7).
51. It has been established that between August and December 2008, Club Quick Boys paid at least twice the monthly wage of EUR 625 as well as other amounts totalling EUR 1,035.26.
52. In the view of the above, the Panel finds that there was an employer-employee relationship between the Player and Club Quick Boys. From the moment he signed the contract, the Player agreed to perform services for the club. A situation of directional control, on the part of the Club, and subordination, on the part of the Player, is clearly present. In consideration for his services, the Player was entitled not only to a monthly wage and appearance bonuses in the event he played, but also enjoyed other rights and benefits. All these advantages clearly exceed

the category of cost reimbursements described in article 2 §2 of the RSTP. In addition and contrary to the Respondents' allegations, the sum of EUR 625 paid to the Player was not meant to cover his travel expenditures, since extra "*commuting allowance*" was anyway due to the Player beyond the monthly allowance.

3. *In conclusion*

53. Based on the relevant FIFA regulations, the Panel concludes that the status of the Player at the time he was registered with Club Quick Boys was that of a professional.

B. *Are the Respondents entitled to training compensation?*

54. The situation of Amsterdam FC and of Almere City FC is fundamentally different from the one of Club Quick Boys.

1. *Regarding Amsterdam FC and Almere City FC*

55. Article 20 of the RSTP provides the following:

"Training compensation shall be paid to a player's training club(s): (1) when a player signs his first contract as a professional and (2) each time a professional is transferred until the end of the season of his 23rd birthday. The obligation to pay training compensation arises whether the transfer takes place during or at the end of the player's contract. The provisions concerning training compensation are set out in Annexe 4 of these regulations".

56. Pursuant to article 3 §1 of annex 4 to the RSTP:

"On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the season of his 12th birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. 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".

57. For the reasons exposed here above, the Player signed his first professional contract with Club Quick Boys.
58. However, the Respondents argue that the Player was registered as an amateur with the KNVB and was only formally registered for the first time as a professional when he joined Hamrun Spartans FC. They suggest that it is the first formal registration as a professional, which should be taken into account.
59. The Panel finds this argument unconvincing and, in this regard, endorses the position articulated in CAS 2008/A/1781 (§8.24)

“(...) Undeniable, there is an inconsistency in the wording used in the RSTP. While Art. 20 refers to the signing of the first professional agreement as the trigger element for paying of training compensation, Article 2 para. 1 and Article 3 para. 1 of Annex 4 refers to the first registration as a professional as the trigger element for payment. Nevertheless, it is the Sole Arbitrator’s view that the articles of Annex 4 are mainly focused on the procedure for payment and therefore refer to registration, being an easily identifiable element. However, the principle can be found by reading Article 20 together with Article 5 of the 2005 RSTP. Article 5 requires that the registration will reflect the true status of the player, and thus states clearly that the registration should adhere to the criteria of Article 2. The assumption of the regulations is that a Player will indeed be registered in a manner that complies with the criteria contained in Article 2 and therefore, under this assumption, there can be no distinction between the signing of the first professional contract and the registration for the first time as a professional”.

60. Based on article 20 of the RSTP as well as on article 3 §1, last sentence of Annex 4 to the RSTP and considering that the Player signed his first professional contract with Club Quick Boys, neither Amsterdam FC nor Almere City FC are entitled to claim any training compensation from Hamrun Spartans FC.

2. *Regarding Club Quick Boys*

61. As a general rule and based on article 3 §1, last sentence of Annex 4 to the RSTP, Club Quick Boys should be entitled to claim training compensation for the time it effectively trained the Player. This however, would have been the case had the transfer of the Player not taken place between two clubs within the EU/EEA.
62. In the presence of transfers within the EU/EEA, special provisions apply. They are the result of the understanding reached between FIFA and UEFA on the one hand and the European Union on the other in March 2001 (see FIFA Commentary on the RSTP, ad art. 6 of annexe 4 to the RSTP). This has been formalised through article 6 of Annex 4 to the RSTP, which reads as follows:

“Article 6 Special provisions for the EU/EEA

1. For players moving from one association to another inside the territory of the EU/EEA, the amount of training compensation payable shall be established based on the following:

a) If the player moves from a lower to a higher category club, the calculation shall be based on the average training costs of the two clubs;

b) If the player moves from a higher to a lower category, the calculation shall be based on the training costs of the lower category club.

2. 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.

3. 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 post at least 60 days before the expiry of his current contract. Such an offer shall furthermore be at least of an equivalent value to the current contract. This provision is without prejudice to the right to training compensation of the player's previous club(s)".

63. Regarding the relationship between the Player and Club Quick Boys, it is undisputed that:
 - the contract signed in August 2008 between Club Quick Boys and the Player was prematurely terminated by mutual agreement;
 - subsequently, Club Quick Boys has never offered the Player a new contract;
 - after he left Club Quick Boys, the Player was registered with Hamrun Spartans FC, which is a member of the MFA;
 - the MFA and the KNVB are two distinct associations within the EU.
 64. It results from the foregoing, that Club Quick Boys did not show any interest in keeping the Player and had no intention to offer him a new employment contract or to continue its relationship with the Player. Since the Player moved to another club within the EU/EEA, Club Quick Boys lost its entitlement to training compensation.
 65. The Respondents contend that article 6 of Annex 4 to the RSTP cannot be held against them since the KNVB regulations prohibit an amateur club such as Club Quick Boys to actually enter into a labour agreement with a player.
 66. However, the Panel observes that the KNVB regulations – which prohibited Club Quick Boys to enter into a labour agreement with the Player - did not discourage Club Quick Boys to actually sign an “*employment contract*” with the Player in August 2008. Under these circumstances, the Panel does not see why Club Quick Boys was not in a position to sign a new contract with the Player if it so wished. At any rate, and for all the reasons already exposed, possible conflicting provisions at national level cannot override FIFA binding rules, among which article 6 of Annex 4 to the RSTP. Hence, the Respondents’ argumentation must be disregarded without further consideration.
3. *Conclusion*
67. In view of the above, and especially because the transfer occurred between two clubs belonging to EU/EEA, the Panel holds that Hamrun Spartans has no obligation to pay any training compensation to Amsterdam FC, Almere City and Club Quick Boys in relation with the Player.
 68. This conclusion makes it unnecessary for the Panel to consider the other requests submitted by the parties. Accordingly, all other prayers for relief are rejected.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeals filed by Hamrun Spartans FC against the decisions issued by the FIFA Dispute Resolution Chamber on 7 April 2011, registered in the CAS roll under the reference numbers CAS 2012/A/2711, CAS 2012/A/2712 and CAS 2012/A/2713, are upheld.
2. The decisions issued by the FIFA Dispute Resolution Chamber on 7 April 2011, registered in the CAS roll under the reference numbers CAS 2012/A/2711, CAS 2012/A/2712 and CAS 2012/A/2713 are set aside.
3. Hamrun Spartans has no obligation to pay any training compensation to Amsterdam FC, Almere City and Club Quick Boys in relation with the Player, S.
4. (...).
5. (...).
6. All other claims are dismissed.