



Arbitration CAS 2014/A/3497 SK Slavia Praha v. Genoa Cricket and Football Club, award of 5 September 2014

Panel: Mr José María Alonso Puig (Spain), President; The Hon. James Robert Reid QC (United Kingdom); Mrs Margarita Echeverría Bermúdez (Costa Rica)

Football

Training compensation

General rule and exceptions of the RSTP on training compensation

Conditions for the entitlement to training compensation if no contract was offered by the club to its former player

Purpose of the RSTP and burden to prove the entitlement to training compensation

1. As a general rule, when the former club of a player does not offer said player a contract, it loses its rights to training compensation. However, pursuant to art. 6 para. 3 of Annex 4 of the FIFA Regulations on the Status and Transfer of Players (RSTP), the club can nonetheless be entitled to compensation if the former club can justify that it is entitled to such compensation. Failing to offer a contract in writing to a player does not *per se* exclude the former club from claiming training compensation. It would also be unreasonable to require a club to offer a professional contract to all of its young amateur players in order to avoid the risk of forfeiting all rights to training compensation. Therefore, even without offering a professional contract, clubs have an opportunity to protect their investment on young players.
2. If a club wants to retain the right to training compensation in respect of one of its amateur players, it must “justify” it under Article 6 para. 3 of Annex 4 RSTP by taking a proactive attitude vis-à-vis that individual player so as to clearly show that the club still counts on him for the future season(s). Accordingly, the training club must either offer the concerned player a professional contract or, short of that, it must show a *bona fide* and genuine interest in retaining him for the future. In other words, a training club not immediately offering a professional contract to one of its trainees can still justify its entitlement to training compensation if it proves that it desires to keep the player on the club’s roster or in its youth academy, with a view to keeping alive the option of granting him a professional contract at a later stage.
3. Aims of sporting justice should not be defeated by an overly formalistic interpretation of the RSTP which would deviate from their original purpose, appreciating that the standards in formal requirements are higher in the case of professionals than amateurs. However, the RSTP do impose an onus of proof on the former club. This reflects the need to balance the interests of the club involved in being compensated for its effort and expenditure on training a young player on the one hand and the interests of the young player in being able to advance his career on the other hand. The burden of proof required cannot be met by merely showing that the club treated

the player, generally speaking, just as it would with any other young amateur player in its club and that the player, after signing his professional contract with another club, has been successful in his career.

I. THE PARTIES

1. SK Slavia Praha (the “Appellant” or “SK Praha”) is a football club based in the city of Prague, Czech Republic. It is a third-category club with an indicative amount of EUR 30,000 per year for the purposes of the 2005 FIFA Regulations for the Status and Transfer of Players (the “2005 Regulations”).
2. Genoa Cricket and Football Club is a professional cricket and football club based in the city of Genoa, Italy. According n to the 2005 Regulations, it is a first-category club with an indicative amount of EUR 90,000 per year (the “Respondent” or “Genoa FC”).
3. The Appellant and the Respondent are hereinafter referred to collectively as the “Parties”.

II. FACTUAL BACKGROUND

4. Lukas Zima (the “Player”) trained with FC Hradec Králové as of 18 August 2004 and was on loan with SK Praha from 18 August 2009 until 2 September 2011. In both cases, he was registered as an amateur player.
5. The football seasons in the Czech Republic during the time in which the Player played at SK Praha started and ended as follows:
 - 2009/2010: 25 July 2009 - 30 May 2010
 - 2010/2011: 17 July 2010 - 11 June 2011The 2011/2012 season commenced on 30 July 2011.
6. On 2 September 2011, the Player was registered as a professional player, following a transfer instruction entered on the Transfer Matching System, by Genoa FC.
7. On 7 February 2012, SK Slavia Praha filed a claim with the FIFA Dispute Resolution Chamber (“DRC”) regarding recovery of training compensation for the training period from 18 August 2009 until 2 September 2011 (seasons 2009/2010-2010/2011), based on the fact that the Player had signed his first professional contract with Genoa FC.
8. On 28 June 2013, the FIFA Dispute Resolution Chamber (the “DRC”) issued the following decision (the “Challenged Decision”):

1. *The claim of the Claimant, SK Slavia Praha, is rejected.*

2. *The final costs of the proceedings in the amount of CHF 12,000 are to be paid by the Claimant **within 30 days** as from the date of notification of the present decision, to FIFA. Given that the Claimant has already paid the amount of CHF 3,000 as advance of costs at the beginning of the present proceedings, the amount of CHF 9,000 is to be paid to FIFA to the following bank account with reference to case nr. 12-00514/wit: [...]*

Note relating to the motivated decision (legal remedy):

According to the art. 67 par. 1 of the FIFA Statutes, this decision may be appealed against before the Courts of Arbitration of 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)

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

9. On 14 February 2014, Mr. Vyacheslav Bytsanyov, on behalf of the Appellant, filed its Statement of Appeal pursuant to Article R51 of the Code of Sports Related Arbitration (the "Code"). In its Statement of Appeal, the Appellant requested a stay of the Challenged Decision, and appointed Dr. Michael Gerlinger as arbitrator.
10. On 19 February 2014, the Court of Arbitration for Sport ("CAS") acknowledged receipt of the Statement of Appeal, provided the Appellant 10 days to file its Appeal Brief, and requested the Appellant to inform the CAS Court Office whether it maintained its request for a stay of the Appeal, considering that monetary decisions issued by private Swiss associations are not enforceable while under appeal.
11. On 24 February 2014, the Appellant informed the CAS Court Office that it maintained its request for a stay of the appeal. On 26 February 2014, the CAS Court Office provided the Respondent with a deadline until 5 March 2014 to file its comments to the request for a stay.
12. On 26 February 2014, the Appellant requested an extension of the time limit to file its Appeal Brief, which was granted in accordance with Article R32 of the Code.
13. On 3 March 2014, FIFA informed the CAS Court Office that it renounced to its right to intervene in the arbitration proceedings, pursuant to Articles R54 and R41.3 of the Code, and provided a clean copy of the Challenged Decision.
14. On 4 March 2014, the Appellant filed its Appeal Brief in accordance with Article R51 of the Code and informed the Respondent that it had a deadline of 20 days from receipt of the letter for submitting its Answer, pursuant Article R55 of the Code.

15. On 5 March 2014, the Respondent filed its objections to the Appellant's request for a stay of the Challenged Decision.
16. On 10 March 2014, the Respondent nominated Ms. Margarita Echeverría, as arbitrator.
17. On 11 March 2014, the CAS Court Office issued its decision on the request for a stay of the Challenged Decision issued by the Deputy Division President of the Appeals Arbitration Division.
18. On 14 March 2014, the CAS Court Office forwarded the Arbitrator's Acceptance and Statement of Independence of Dr. Michael Gerlinger, whereby certain disclosures were made by Dr. Gerlinger.
19. On 21 March 2014, upon request of the Respondent, the CAS Court Office suspended the Respondent's time limit to file the Answer in accordance with Article R55 of the Code.
20. On 21 March 2014, considering Dr. Gerlinger's disclosure, the Appellant decided to nominate His Honour James Robert Reid, QC as arbitrator instead of Dr. Gerlinger. On that same date, the Respondent was invited to comment on whether it objected to such nomination.
21. On 31 March 2014, failing any objection from the Respondent, the CAS Court Office confirmed the Appellant's nomination of His Honour James Robert Reid, QC as arbitrator.
22. On 24 April 2014, the CAS Court Office advised the Parties that the Appellant's share of the advance of costs had been paid, thereby inviting the Respondent to file its Answer within 20 days.
23. On 5 May 2014, the CAS Court Office informed the Parties that, pursuant to Article R54 of the Code, the Panel appointed to decide this appeal is constituted as follows:

President: José María Alonso Puig, attorney-at-law in Madrid, Spain.

Arbitrators: His Honour James Robert Reid Q.C., in West Liss, Hampshire, United Kingdom.

Ms. Margarita Echeverría Bermúdez, attorney-at-law in San José, Pavas, Costa Rica.
24. On 14 May 2014, the Respondent filed its Answer in accordance with Article R55 of the Code. On 16 May 2014, the CAS Office acknowledged receipt and requested the Parties to inform the CAS Court Office before 23 May 2014 whether they preferred a hearing to be held in this case.
25. On 23 May 2014, the Appellant informed the CAS Court Office that it preferred a hearing to be held in this case. On that same date, the Respondent informed the CAS Court Office that

it preferred that the Panel decide the issue exclusively on the basis of the Parties' written submissions.

26. On 20 June 2014, the CAS Court Office sent the Parties the Order of Procedure for their signature.
27. On 25 June 2014, both the Appellant and the Respondent signed and returned a signed copy of the Order of Procedure to the CAS Court Office.
28. On 1 July 2014, the hearing was held at the CAS Court Office in Lausanne, Switzerland. The Panel was assisted by Mr. Brent J. Nowicki, Counsel to the CAS. The Appellant was represented by Vycheslav Bytsanov and Yuriy Serdyuk, and assisted by Nataliya Makukha (interpreter). The Respondent was represented by Paulo Lombardi.
29. On 11 July 2014, the Appellant filed a submission on costs that had not been requested by the Panel.

IV. OUTLINE OF THE PARTIES' POSITIONS

A. THE APPELLANT: SK SLAVIA PRAHA

1. Appellant's position

30. As a general rule, the training compensation is paid for training of the player between the age of 12 and 21, when the player signs his first professional contract before the end of the season of the player's 23rd birthday.
31. According to Article 3 of the Regulations on the Status and Transfer of Players, the club with which the player is registered as professional for the first time is responsible for paying training compensation within 30 days from registration.
32. If the player moves between associations inside the territory of the EU/EEA, as it occurs in this dispute, the amount of training compensation payable shall be calculated on the basis of para.1, art. 6, Annex 4 of the Regulations on the Status and Transfer of Players: based on the average training costs of the two clubs. Therefore, as the Appellant has an indicative amount of EUR 30,000 per year (third category) and the Respondent an indicative amount of EUR 90,000 per year (first category), the amount per year to use in the calculations shall be EUR 60,000 per year, the average between both amounts. Therefore, the amount due to the Appellant is EUR 122,301, calculated as follows:
 - 18 August 2009 - 17 August 2010: EUR 60,000
 - 18 August 2010 - 17 August 2011: EUR 60,000
 - 18 August 2011 - 1 September 2011: EUR 2,301

33. The DRC made its Decision of rejecting the Appellant's claim because the Appellant did not offer a contract to the Player, whilst it should have, as the DRC understood that the SK Praha was the "former club" of the Player based on the TMS instructions for the transfer of the Player.
34. SK Praha, however, alleges that it honestly believed that it did not have to offer a contract to the Player, based on the following reasons:
 - (a) SK Praha understands that it was not the Player's *"former club"* under the internal regulations of the Regulations on Transfer of Amateur Players of the Czech Republic. SK Praha argues that, pursuant to art. 7.1 of said regulations, a club that has a player on loan cannot offer a professional contract *"if the player is a minor and the club that released the player on loan is a professional club with license"*. Under these regulations, as FC Hradec Kralove was a professional club with license, SK Praha understood that it could not offer the Player a contract.

SK Praha argues that in basing its decision solely on the TMS instructions issued by Genoa FC, the DRC did not take into account the applicable Czech regulations. In this regard, SK Praha notes that the TMS instructions were submitted by Genoa FC that could have been mistaken on the data submitted.
 - (b) As the Player was a minor and was training with the Appellant due to a loan, the Appellant needed FC Hradec Králové's permission to make the offer of a contract to the Player, pursuant to Article 7 of the Czech Regulations on Transfer for Unprofessional Players. Without FC Hradec Kralove's permission, the Appellant could not offer a contract to the Player.
 - (c) The Appellant claims that it did not know that the Player would be leaving before he turned 18. After the European U19 Championship in Italy, the Player did not return to the Czech Republic. Genoa FC did not negotiate with SK Praha.
35. In any case, if the Panel understands that SK Praha should have offered the Player a contract, SK Praha avers that not complying with such formality does not necessarily mean the loss of the right to compensation. In this regard, pursuant to art 6 para. 3 of Annex 4 of FIFA Regulations on the Status and Transfer of Players: *"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"*.
36. DRC decisions No. 1132516 and No. 49444, and CAS decision No. 2006/A/1152 serve as examples of this exception to the exception.
37. SK Praha argues that, pursuant to this case law, if the club can show that it was genuinely interested in the player it does not lose the right to training compensation. SK Praha avers that it should be entitled to compensation because of the following reasons:

- (a) The achievements of the Player show that SK Praha has a right to claim compensation. Indeed, the Player participated in numerous matches and was able to sign his first professional contract in Italy before turning 18.
- (b) SK Praha paid for the Player to study in Prague for 3 years, a term of study that was set to end on 30 June 2013.
- (c) In fact, SK Praha discussed the possible transfer of the Player with FC Hradek Kralove. This possibility, however, was rejected by FC Hradek.

2. Prayers for relief

38. The Appellant thus requests the following:

- 1. *To accept the present Statement of appeal and consequently, cancel the decision of FIFA DRC dated 28.06.2013.*
- 2. *To acknowledge that the Appellant has a right to obtain an amount of the training compensation for training the player Lukas Zima*
- 3. *To obligate the Respondent to pay for the Appellant's benefit the following monetary funds in the amount of EURO 112 301 - as a training compensation sum and to award financial sanctions from the Respondent for the benefit of SK Slavia Praha, in amount of 5% interest per annum for unjustified delay in payment;*
- 4. *To obligate the Respondent to reimburse the monetary funds paid by the Appellant in connection with consideration of the present case:*

Advance of costs in FIFA bodies in the amount of 3000 CHF;

CAS Court Office fee in the amount of 1000 CHF and costs of arbitration;

Funds spent for the legal assistance, transport charges, accommodation expenses and other funds conneced with consideration of case.

B. THE RESPONDENT: GENOA CRICKET AND FOOTBALL CLUB

1. Respondent's position

- 39. The Respondent understands that this proceeding revolves around the application of art. 6.3 of Annex 4 of the FIFA Regulations on the Status and Transfer of Players. Pursuant to such provision, if the player's former club does not offer the player a contract, no training compensation is payable. In the Challenged Decision, the DRC confirmed that since the Appellant did not offer the Player a contract, no training compensation is payable.
- 40. First, the DRC considered the Appellant as the former club of the Player because:

1. The Player was transferred on a temporary basis from FC Hradek Kralove to the Appellant from 18 August 2009 to 30 June 2013. In fact, however, no loan agreement existed between the two clubs.
2. At the time of the Player's transfer to the Respondent, the Czech Football Association officially indicated that the player's former club was the Appellant.
41. The Respondent understands that the Appellant's arguments to show that it is not, in fact, the Player's former club are contradictory and, in fact, detrimental to the Appellant's case. If the Appellant was not the Player's former club, on what grounds does it claim its right for training compensation?
42. Having established that the Appellant is the Player's former club, the issue is to determine whether the Player was offered a contract. In this case, the DRC, upon the lack of evidence provided by the Appellant, came to the conclusion that no contract was ever offered.
43. The Respondent agrees that, as the Appellant remarked, the DRC jurisprudence states that failing to offer a contract does not per se exclude a claim for training compensation, but then the claiming party must justify a bona fide interest in keeping the player in its team and show a proactive attitude vis-à-vis the relevant player. This bona fide interest and genuine interest, according to DRC jurisprudence, includes "evident contractual negotiations, several offers with constantly increasing financial conditions" which, as the Player declares, did not occur. The Respondent files a witness statement by the Player whereby it declares that it never received any offer from the Appellant. The Player's statistics only confirm the lack of a proactive attitude to the Appellant towards offering a contract to the Player.
44. The DRC therefore acted in full compliance with the applicable regulations.
45. Finally, regarding the Appellant's request for the procedural costs in the DRC proceedings, the Respondent submits that it should be rejected, as it affects the financial status of FIFA, who is not a part to these proceedings.

2. Prayers for relief

46. The Respondent thus requests the following:
 1. *We request that the Appellant's appeal be rejected and the decision rendered by the Dispute Resolution Chamber confirmed in its entirety.*
 2. *We request that this case be decided solely on the basis of the parties' written submissions.*
 3. *In any case, we request this Honourable Court to order the Appellant to bear all costs incurred with this appeal.*
 4. *In any case, we request this Honourable Court to order the Appellant to cover the Respondent's legal costs related to this appeal, which by the end of these proceedings will amount approximately CHF12'000.*

V. JURISDICTION, ADMISSIBILITY, AND APPLICABLE LAW

A. JURISDICTION

47. Article R47 of the Code provides as follows:

An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body.

48. Articles 66 and 67 par. 1 of the FIFA Statutes (2013 edition) allow for appeals of the FIFA Committee's decision to be appealed to CAS (with various exceptions which do not apply in this case). Moreover, both Parties agree that the CAS has jurisdiction to hear and resolve this dispute. Having signed the Order of Procedure, the Panel is satisfied that it has jurisdiction to decide this case.

B. ADMISSIBILITY

49. Article R49 of the Code provides as follows:

In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.

50. The Appealed Decision is dated 28 June 2013, but was not served with grounds on the Appellant until 27 January 2014. The statement of appeal was filed on 14 February 2014. The appeal, therefore, is admissible.

C. APPLICABLE LAW

51. Article R58 of the Code provides as follows:

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.

52. Pursuant to Article 66 of the FIFA Statutes, the Panel is of the understanding that it shall primarily apply the various FIFA Regulations and subsidiary, Swiss law. Neither party raises any argument to the contrary.

VI. MERITS

53. Pursuant to Section 6.3 of Annex 4 of the Regulations:

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).

54. Based upon the foregoing, the principal issues before the Panel are as follows: (A) Is SK Praha the Player's *former club* pursuant to the Regulations? If so, (B) did SK Praha offer the Player a contract? If not (C) is SK Praha nonetheless entitled to compensation?

A. IS SK PRAHA THE PLAYER'S *FORMER CLUB*?

55. The Appellant argues that the DRC erred when it found that SK Praha was the Player's former club because the Player was on loan from FC Hradek Kralove and, therefore, FC Hradek Kralove must be understood to be the Player's former club pursuant to section 6.3 of Annex 4 of the Regulations. SK Praha claims that under internal regulations of the Football Association of the Czech Republic, a club that takes an amateur player on loan cannot sign a professional contract with said player if he is loaned from a licensed professional football club, as is the case here.

56. According to the definitions held in the Regulations, the former club is understood to be "*the club that the player is leaving*". Therefore, the issue lies in determining which club the Player was leaving: i.e. from which club was the Player transferred from.

57. In this regard, the Panel notes the following undisputed facts:

- At the time of transfer to Genoa FC, the Player was apparently on loan from FC Hradek Kralove to SK Praha until 30 June 2013. However, no loan contract exists;
- The Player, until his registration with Genoa FC, had always been registered as an amateur;
- TMS instructions show that the Player was transferred "*out of contract*" from SK Praha to Genoa FC, without intervention by FC Hradek Kralove.

58. As a consequence of the above, the Panel finds that "the club that the player [was] leaving" when transferring to FC Genoa was the Appellant. Indeed, the Player at the time of the transfer was registered and playing with the Appellant and would have continued to do so, without returning to FC Hradek Kralove, until 30 June 2013 save for his transfer to Genoa FC. This is confirmed by the fact that the ITC request and TMS instruction reflect that the Player was transferred directly from the Appellant to the Respondent.

59. Furthermore, as argued by the Respondent, under the Regulations an amateur cannot be the subject of a loan. As noted in the commentary to the Regulations, “[t]he loan of an amateur is not possible, since the club loaning the player must be in possession of a valid employment contract at the moment the player leaves on loan”. Therefore, irrespective of the agreement between SK Praha and FC Hradec Kralove, SK Praha was the club at which the Player was registered and from which it was transferred to Genoa FC, making it its former club under the Regulations.
60. The Panel therefore finds that the former club of the Player upon his transfer to Genoa FC and pursuant to the Regulations was SK Praha.

B. DID SK PRAHA OFFER A CONTRACT TO THE PLAYER?

61. As the Player’s former club, SK Praha had, in principle, the obligation to offer a contract to the Player in order to be able to claim for training compensation. However, it is undisputed between the Parties that SK Praha did not offer any contract to the Player.

C. DESPITE NOT OFFERING A CONTRACT TO THE PLAYER, IS SK PRAHA ENTITLED TO COMPENSATION?

62. As a general rule, when the former club of a player does not offer said player a contract, it loses its rights to training compensation. However, pursuant to art. 6.3 of Annex 4 of the Regulations, the club can nonetheless be entitled to compensation if “*the former club can justify that it is entitled to such compensation*”. SK Praha thus argues that not offering a contract to the Player did not automatically make it lose its right to training compensation, as it claims it can prove that it is entitled to the same.
63. Both Parties agree in that, pursuant to DRC case law, with which this Panel concurs, failing to offer a contract in writing to a Player does not *per se* exclude the former club from claiming training compensation. As noted in case CAS 2006/A/1152:

[I]t would also be unreasonable to require a club to offer a professional contract to all of its young amateur players in order to avoid the risk of forfeiting all rights to training compensation. It would be too costly and it would contravene the spirit and purpose of the FIFA transfer rules, which are set out in order to grant to clubs “the necessary financial and sportive incentives to invest in training and education of young players” (see above). In the Panel’s view, the last part of the first sentence of Article 6 para. 3 indicates that, even without offering a professional contract, clubs have an opportunity to protect their investment on young players.

Therefore, in the Panel’s opinion, if a club wants to retain the right to training compensation in respect of one of its amateur players, it must “justify” it under Article 6 para. 3 by taking a proactive attitude vis-à-vis that individual player so as to clearly show that the club still counts on him for the future season(s). Accordingly, the training club must either offer the concerned player a professional contract or, short of that, it must show a bona fide and genuine interest in retaining him for the future. In other words, a training club not immediately offering a professional contract to one of its trainees can still justify its entitlement to training compensation if it

proves that it desires to keep the player on the club's roster or in its youth academy, with a view to keeping alive the option of granting him a professional contract at a later stage.

64. Therefore, when a club does not offer a contract to a player, the general rule is that no training compensation is due. As the exception to that general rule, payment of training compensation requires that the club justify to the Panel's satisfaction that it is entitled to such compensation. In this regard, the FIFA Commentary to the Regulations provides that:

If the former club does not offer a professional player a new employment contract, this club loses its entitlement to training compensation unless it can justify that it is entitled to such compensation. This justification may be very difficult to prove and limited to extraordinary circumstances to decide on the matter at hand.

65. The Panel also took into account the case CAS 2009/A/1757 to which the Parties were referred in the course of the hearing. It bears in mind that the aims of sporting justice should not be defeated by an overly formalistic interpretation of the FIFA Regulations which would deviate from their original purpose, appreciating that the standards in formal requirements are higher in the case of professionals than amateurs. However it notes that section 6.3 of Annex 4 of the 2005 Regulations does impose an onus of proof on the former club (in this case the Appellant). This reflects the need to balance the interests of the club involved in being compensated for its effort and expenditure on training a young player on the one hand and the interests of the young player in being able to advance his career on the other hand.

66. The issue lies therefore in determining if SK Praha has proven in these proceedings that it is entitled to training compensation, albeit not offering a contract to the Player. To this effect, SK Praha has provided the following evidence:

- a match report for one match played between SK Praha and FC Sparta Prague;
- statistical data for the Player from 2010 to 2013;
- a study certificate for the Player, from 1 September 2009 to 31 August 2011; and
- a certificate confirming that costs for housing and study for the Player during that period were paid by SK Praha.

67. The Panel is of the opinion that the above are insufficient to ascertain a real interest by SK Praha in keeping the Player in its team with the interest of prospectively offering him a contract. SK Praha has thus not discharged its burden of proof in showing that it is entitled to training compensation.

68. The burden of proof required cannot be met by merely showing that the club treated the Player, generally speaking, just as it would with any other young amateur player in its club and that the Player, after signing its professional contract with another club, has been successful in its career. Had SK Praha known of the Player's eventual good performance, it would have surely intended the Player to stay with its club. The issue in dispute, however, is not if, on hindsight, SK Praha believes that it had an effective interest on the Player but whether at the

time of the Player's first professional contract it had such interest and, more importantly, whether it has proven it in these proceedings.

69. The Panel could have found otherwise had SK Praha provided any documentation showing a contemporary interest in the Player over and above the general interest in training any amateur player in its team. There was not any evidence that the Appellant sought to make any contact with the Player after the end of the 2010-11 season, even though the 2011-12 season commenced on 30 June 2011 and the Player was not registered with the Respondent until the beginning of September 2011. The Panel would have expected, for example, evidence of negotiations in place, any communication with the Player in this regard or even internal club memoranda suggesting or considering the offer of a contract to the Player. Furthermore, as SK Praha claims that it could not have offered a contract without the consent of FC Hradek Kralove, the Panel would have, at the least, expected some evidence that SK Praha effectively tried to obtain such permission. None of the above have been provided. Indeed there was not even any witness statement from any director or official of the Appellant to support its assertions of interest in the Player. It is not enough for the Appellant simply to assert that as a matter of common sense that it would be interested in retaining a player as talented as the Player. The rules require the Appellant to discharge a burden of proof, but with the lack of evidence on the record, the Panel does not see that the Appellant has discharged the onus of proof on it so as to entitle it to obtain compensation.
70. The Panel thus finds that the Appellant is not entitled to training compensation. The Appeal must thus be dismissed.
71. Having found against the Appellant's principal claim, the Panel must dismiss the rest of the Appellant's prayer's for relief. In particular, the Panel does not need to enter into the merits of the Appellant's request for reimbursement of the costs of the FIFA proceedings.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed on 14 February 2014 by SK Slavia Praha is rejected.
(...)
4. All other motions or prayers for relief are dismissed.