Arbitration CAS 2019/A/6207 AC Oulu v. Aigle Royal Menoua, award of 10 December 2019

Panel: Mr Fabio Iudica (Italy), Sole Arbitrator

Football
Training compensation
Role of the player passport in the determination of the training compensation
Burden of proof

1. **The rules governing the application of training compensation are based on the authority conferred to the player passport as the official document which can attest the player's career history. The player passport is meant to assist associations and clubs in tracing the sporting history of the player, as it lists all clubs for which the player was registered as from the season in which he turned 12. This information is crucial when calculating training compensation and the solidarity contribution payable to those clubs that have invested in training this player. The fundamental role in establishing the entitlement of the clubs to training compensation that is played by the player's passport naturally assumes, as a general rule, that the information contained in the player's passports is correct and adequate to ensure that the difference stakeholders from the football community are able to rely in good faith on such information. Any club wishing to register a new player has the responsibility to exercise the required diligence and possibly refrain from completing the transfer process in the case where the records showing the player's history are not accurate or complete or when any doubt arises in relation to the player's career history.**

2. **In CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them. The CAS Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence.**

I. INTRODUCTION

1. This appeal is brought by AC Oulu against the decision rendered by the Single Judge of the sub-committee of the Dispute Resolution Chamber (the "Single Judge") of the Fédération Internationale de Football Association ("FIFA") on 10 December 2018 (the "Appealed

Decision"), regarding the claim for training compensation in connection with the registration of the player G. with AC Oulu.

II. PARTIES

2. AC Oulu (also, "AC Oulu" or the "Appellant") is a football club with headquarters in Oulu, Finland competing in the second highest tier of the Finnish championship. It is a member of the Finnish Football Federation (the "SPL"), which in turn is affiliated with FIFA.

3. Aigle Royal Menoua (also "Aigle Royal" or the "Respondent") is a football club with headquarters in Dschang, Cameroon. It is a member of the Cameroonian Football Federation ("FECAFOOT"), which in turn is affiliated with FIFA.

(The Appellant and the Respondent are hereinafter jointly referred to as the "Parties")

III. FACTUAL BACKGROUND AND FIFA PROCEEDINGS

A. Background facts

4. Below is a summary of the main relevant facts and allegations based on the Appealed Decision, the Parties' oral and written submissions on the file and relevant documentation produced in this appeal. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this award only to the submissions and evidence it considers necessary to explain its reasoning.

5. On 3 August 2017, the Appellant signed an employment contract of professional football player with the Cameroonian player G., born in 1998 (the "Player"), valid from the date of signing until 31 October 2017.

6. According to the information available to the Appellant when the employment contract was concluded, the Player's former club was the Cameroonian club Victoria United.

7. According to a "letter of release" dated 18 May 2017, issued by the former club for the benefit of the Appellant, the Player has been registered with Victoria United, as a professional, during the period from 1 January 2017 until 30 April 2017; the relevant contract has expired and the Player was free to sign any new contract with any new club (the "Letter of Release").

8. On 4 August 2017, the Appellant initiated the registration process in the FIFA Transfer Matching System (the "TMS"), entering a transfer instruction to engage the Player on a permanent basis. In this context, the Appellant provided the required information and uploaded the mandatory documents in support, among which, *inter alia*, copy of the employment contract signed with the Player on 3 August 2017, as well as copy of the Letter of Release.

9. On the same date, the SPL requested FECAFOOT to issue the relevant International Transfer Certificate (the "ITC") for the Player.

10. Immediately, FECAFOOT delivered the requested ITC and completed the deregistration of the Player as of 4 August 2017 but failed to upload the requested Player's passport.

11. The SPL confirmed receipt of the Player's ITC straightaway and the Appellant proceeded to the registration of the Player.

12. On 30 October 2017, after the transfer process was closed, FECAFOOT uploaded copy of the Player's passport in the TMS.

13. According to the information contained in Player's passport, in contrast with the substance of the Letter of Release, the Player had an amateur status when he was registered with Victoria United, from 1 December 2016 until 4 August 2017. It also resulted that the Player was registered as an amateur with the Respondent as from 1 December 2014 until 30 November 2015 and that he was at all times registered as an amateur as from his first registration with FECAFOOT, until he signed with the Appellant.

14. Based on the information available in the TMS, with regard to FIFA categorization in connection with players' training costs, the Appellant belonged to the clubs' category III at the time when the Player was registered with it.

15. When the Player was registered with the Aigle Royal, the sporting season in Cameroon ran from 1 December 2014 until 31 October 2015, which was the season of the Player's 17th birthday.

16. By a letter of warning to the Appellant on 15 January 2018, Aigle Royal requested payment of the amount of EUR 30,000 as training compensation in connection with the first registration of the Player as a professional with the Appellant, on the ground of the information available in the Player's passport, in accordance with FIFA Regulations on the Status and Transfer of Players ("FIFA RSTP"), plus 5 % interests p.a. as of the due date.

17. Since the previous letter had remained unanswered, on 5 February 2018, Aigle Royal sent a further letter of formal notice in order to urge the Appellant.

B. The proceedings before the FIFA DRC

18. Lacking any response by AC Oulu, on 26 April 2018, Aigle Royal lodged a claim with FIFA against the Appellant, requesting training compensation on the basis of the Player's first registration as a professional with the Appellant, calculated in the amount of EUR 30,000, plus 5% interest p.a. as of the 31st day of registration of the Player with the Appellant.

19. By communication dated 26 July 2018, upon request of clarifications by FIFA, FECAFOOT confirmed that the Player's passport was authentic, as regards the sporting career history of the latter; that Victoria United was affiliated with FECAFOOT, participating in the amateur championship called "Regional Championship" and that the statements contained in the Letter

of Release with regard to the alleged professional status of the Player were erroneous, since the Player was registered as an amateur at that time.

20. Despite having been invited to file its comments, AC Oulu replied to the claim filed by Aigle Royal only on 27 August 2018, i.e. after the time limit set by FIFA on 29 May 2018. As a consequence, the Single Judge decided not to take into account the reply of AC Oulu and rendered the Appealed Decision only on the basis of the documents already on file.

21. On 10 December 2018, the Single Judge rendered the Appealed Decision by which the claim lodged by Aigle Royal was upheld, as follows:

    1. *"The claim of the Claimant, Aigle Royal Menoua, is accepted.*

    2. *The Respondent, AC Oulu, has to pay to the Claimant, within 30 days as from the date of notification of this decision, the amount of EUR 30,000 plus 5% interest p.a. as of 4 September 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 as from the date of notification of the present decision, to FIFA to the following bank account with reference to case no. TMS 2684/kel … (omissis)".*

22. On 28 February 2019, the grounds of the Appealed Decision were notified to the Appellant.

C. Grounds of the Appealed Decision

23. Firstly, the Single Judge established that he was competent to deal with the present dispute based on the provision of Article 3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (the "Procedural Rules"), in conjunction with Article 3 of Annex 6, in combination with Article 24 para. 3, and Article 22 lit. d) of FIFA RSTP, since it concerns a claim for training compensation between clubs belonging to different associations handled through TMS.

24. Furthermore, the Single Judge decided that the 2016 edition of FIFA RSTP were applicable to the substance of the matter, considering that the Player was registered with the Appellant on 4 August 2017.

25. With regard to the merits, taking into consideration the information and documentation available in the TMS in accordance with Article 3 of Annex 6 of FIFA RSTP, the Single Judge

acknowledged that the Player, born on 10 October 1998, was registered with Aigle Royal as from 1 December 2014 until 30 November 2015 as an amateur.

26. Moreover, the Single Judge took note that, according to the Player's passport issued by FECAFOOT, the Player was registered in Cameroon at all times, even with Victoria United, as an amateur, and in addition, FECAFOOT confirmed in writing that the information contained in the Player's passport is correct and that the statements contained in the Letter of Release with regard to an alleged professional contract are erroneous.

27. As a consequence, the Single Judge considered that, on 4 August 2017, the Player was registered for the first time as a professional with AC Oulu.

28. Referring to the relevant rules applicable to training compensation, the Single Judge stated that, as established in Article 1 para 1 of Annex 4 in combination with Article 2 para 1 lit. i of Annex 4 of FIFA RSTP, as a general rule, training compensation is payable for training incurred between the age of 12 and 21 when a player is registered for the first time as a professional before the end of the season of his 23rd birthday.

29. In this respect, the Single Judge also recalled that the club which has registered a player for the first time as a professional is responsible to pay training compensation (within 30 days of registration) to every club with which the relevant player has been previously registered in accordance with the player's career history as provided in the player's passport, and that has contributed to his training and education starting from the season of his 12th birthday.

30. In consideration of the training period of the Player with Aigle Royal and taking into account that the first registration of the Player as a professional occurred before the end of the season of his 23rd birthday, the Single Judge established that AC Oulu was liable to pay training compensation to Aigle Royal in accordance with Article 20 and Article 2 para 1 lit. i, in conjunction with Article 3 para 1 of Annex 4 of FIFA RSTP.

31. With regard to the amount of training compensation, the Single Judge referred to FIFA Circular letter no. 1582 dated 26 May 2017 providing details for the relevant calculation, as well as to Article 5 para 1 and 2 of Annex 4 of FIFA RSTP, which makes reference to the costs that would have been incurred by the new club if it had trained the relevant player itself.

32. Since AC Oulu belonged to club category III within UEFA, considering the Player's date of birth (10 October 1998), the training period with Aigle Royal (from 1 December 2014 until 30 November 2015, i.e. during the season of the Player's 17th birthday), the Single Judge decided that AC Oulu had to pay training compensation to Aigle Royal in the amount of EUR 30,000, plus interest at the rate of 5% as of 4 September 2017, that is the 31st day of registration of the Player with the Appellant, until the date of effective payment.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

33. On 19 March 2019, AC Oulu filed an appeal with the Court of Arbitration for Sport (the "CAS") against Aigle Royal with respect to the Appealed Decision, pursuant to Article R48 of the Code of Sports-related Arbitration (the "CAS Code").

34. On 28 March 2019, the Appellant filed its appeal brief in accordance with Article R51 of the CAS Code.

35. On 21 May 2019, the CAS Court Office informed the Parties that Mr Fabio Iudica, Attorney-at-law-in Milan, Italy, had been appointed as a Sole Arbitrator in the present proceedings.

36. On 4 June 2019, the Respondent filed its answer in accordance with Article R55 of the CAS Code.

37. On 7 June 2019, the CAS Court Office invited the Parties to state whether they preferred a hearing to be held in the present matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions.

38. On 12 June 2019, the Appellant submitted request to the CAS Court Office in order to receive copy of CAS award in case 2015/A/4060 (unpublished) which was referred to by the Respondent in its answer and also informed the CAS Court Office of its preference for a hearing be held in the present matter.

39. On the same day, the Respondent informed the CAS Court Office that it did not consider a hearing to be necessary in the present case.

40. On 13 June 2019, the Appellant informed the CAS Court Office of its preference for a hearing to be held.

41. On 21 June 2019, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing in the present case.

42. On 27 June 2019, the CAS Court Office informed the Parties that a hearing would take place on 18 July 2019 at the CAS Court Office in Lausanne, Switzerland.

43. On the same date, the Appellant requested to the CAS Court Office that a joint hearing be held with the procedure *CAS/2019/A/6208 AC Oulu v. Way Out Academy* as the two cases are connected by subject.

44. On 5 July 2019, the Respondent informed the CAS Court Office that it had no objection that a joint hearing be held with the procedure *CAS/2019/A/6208 AC Oulu v. Way Out Academy*.

45. On 11 July 2019, the CAS Court Office forwarded copy of the Order of Procedure to the Parties, which was returned to the CAS Court Office duly signed by the Appellant on 12 July 2019 and by the Respondent on 15 July 2019. By signature of the Order of Procedure, the Parties confirmed the jurisdiction of the CAS in the present matter.

46. On 18 July 2019, a hearing was held in the present proceedings jointly with the hearing in the procedure CAS 2019/A/6208 at the CAS Court Office in Lausanne.

47. In addition to the Sole Arbitrator and Mr Daniele Boccucci, Counsel to the CAS, the following persons attended the hearing:

- For the Appellant: Mr Hannu Kalkas, legal counsel, who attended in person, the Player, Mr Marko Saranlinna, players' agent and Mr Markus Heikkinen, the Appellant's sports director were heard via conference call.

- For the Respondent: Ms Audrey Bruin.

48. At the outset of the hearing, the Parties confirmed that they had no objections in respect to the appointment of the Sole Arbitrator and that the Sole Arbitrator has jurisdiction over the present dispute. In their opening statements, the Parties reiterated the arguments already put forward in their respective written submissions.

49. The Player admitted he knew the clubs listed in the passport which was uploaded by FECAFOOT in the TMS but he denied having been registered with any of them, except for Victoria United and affirmed he had a professional employment contract with the latter, for a monthly salary of EUR 350,00, plus accommodation and the outfit, except for meals. He asserted that, before being registered with Victoria United, he only played in non-official tournament for local teams which were not affiliated to FECAFOOT.

50. Mr Marko Saranlinna testified that he was not the Player's agent nor the agent for the Appellant and that he only provided his services as football scout on behalf of the latter at the end of 2016; that he was present when the Player signed the employment contract with Victoria United which was a professional football club at that time, that he did not have copy of that employment contract nor did he examine it.

51. Mr Markus Heikkinnen, sports director of the Appellant, attested that when AC Oulu signed with the Player, they realized that they did not have the Player's passport; that they requested it to FECAFOOT which failed to respond and in spite of this, the Appellant concluded the employment contract with the Player, since they relied on authenticity and truthfulness of the written statement issued by Victoria United with regard to the Player's professional status; he also affirmed that during FIFA proceedings, the club could not manage to submit its reply in due time.

52. In its oral submission, the Appellant contended that, notwithstanding the information contained in the Player's passport, the Respondent failed to provide any evidence that the Player actually played for the latter, which fact is contested by the same Player.

53. The Respondent replied that there is no evidence of the employment contract signed by the Player with Victoria United that may confirm the professional status of the Player, nor did the Appellant submit any proof of payment of the Player's salary under the employment contract with Victoria United.

54. At the end of the hearing, the Parties expressly stated that they did not have any objection with the procedure adopted by the Sole Arbitrator and that their rights to be heard and to be treated equally had been duly respected.

V. SUBMISSIONS OF THE PARTIES

55. The following outline is a summary of the Parties' arguments and submissions which the Sole Arbitrator considers relevant to decide the present dispute and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator has nonetheless carefully considered all the submissions made by the Parties, even if no explicit reference has been made in the following summary. The Parties' written and oral submissions, documentary evidence and the content of the Appealed Decision were all taken into consideration.

A. The Appellant's Submissions and Requests for Relief

56. The Appellant's submissions in its statement of appeal and in its appeal brief may be summarized as follows.

57. According to the document uploaded by the Appellant in the TMS when the issuance of the ITC was requested, it clearly resulted that the Player was a professional when he was registered with Victoria United.

58. By delivering the requested ITC of the Player, FECAFOOT, de facto, confirmed the information concerning the professional status of the Player with Victoria United and, moreover, no Player's passport was provided by FECAFOOT when delivering the ITC, that could deny the Player's status as a professional resulting from the Letter of Release.

59. The transfer process was closed immediately after the SPL confirmed receipt of the ITC from FECAFOOT.

60. Only on 30 October 2017, FECAFOOT uploaded copy of the Player's passport in the TMS, just a day before the expiration of the employment contract with the Appellant, and nearly three months after the conclusion of the transfer process.

61. As a consequence, according to the Appellant, the Player shall be regarded as a professional in connection with his registration with Victoria United.

62. According to the provisions under Annex 3 of FIFA RSTP regarding the TMS, there is a clear obligation imposed on the former association upon receipt of an ITC request, to contact both the current club and the relevant player to ascertain the legal situation between the two.

63. In addition, it is the obligation of the former association to upload a copy of the player's passport when creating an ITC in favour of the new association, but FECAFOOT failed to do so, although it was aware of the information contained in the Letter of Release regarding the status of the Player as a professional with Victoria United.

64. As FECAFOOT did not rectify the information resulting from the documentation uploaded by the Appellant in the TMS, the Appellant was entitled to rely in good faith on the truthfulness of the Player's status as a professional at the time when the transfer process was completed.

65. Therefore, the Appellant had no reason to believe that the Player was registered with Victoria United as an amateur, contrary to the available documentation.

66. As to the relevance of the failure by FECAFOOT to provide copy of the Player's passport, it is noteworthy to say that only the timely release of a player's passport could allow the relevant association to comply with the requirement set forth under FIFA RSTP in connection with the training compensation mechanism. In this respect, the delayed upload of the Player's passport nearly three months after the transfer process was closed, cannot have any impact in the matter at hand. In any event, it is FECAFOOT and not the Appellant that should bear the consequences of not complying with the applicable regulations with respect to the information entered in the TMS.

67. It follows that the registration of the Player with the Appellant consists in a subsequent transfer of a professional, and no training compensation is due to the Respondent according to FIFA RSTP.

68. In addition, the Player's licence which was produced by FECAFOOT upon request in the FIFA proceedings does not bear the same number as in the Player's passport, which indicates that the relevant documents are forged and not reliable.

69. Besides the foregoing, the Player is to be considered, at least *de facto*, as a professional despite the information contained in his passport. The Player, in fact, has rejected having been a member of the Respondent and has declared he was a professional when he was registered with Victoria United, since he had a written contract with the Club and was paid more than the costs of living in the relevant country. According to the Player's written statement produced by the Appellant with its appeal brief, the Player received a monthly salary of approximately EUR 350,00 plus accommodation, plus training bonus and match bonus.

70. Finally, had the Appellant known that the Player was an amateur when he was registered with Victoria United, it would certainly have renounced to engage the Player as its financial situation could not allow the club to pay training compensation to the Respondent. Moreover, it would have been irrational to bear the potential global costs of training compensation in the present case (supposedly amounting to EUR 120,000), also considering the minimal economic value of the employment contract signed with the Player, as well as its short duration. Therefore, had FECAFOOT provided copy of the Player's passport in due time, the Appellant would have never requested the SPL to confirm receipt of the relevant ITC.

71. In its appeal brief, the Appellant submitted the following requests for relief:

    1. *"The Appeal of AC Oulu is admissible".*

    2. *The decision rendered by FIFA DRC 10 December 2018 is set aside.*

3. *AC Oulu is granted an award for costs.*

4. *The Respondent is ordered to bear all costs of the arbitration process".*

B. The Respondent's Submissions and Requests for Relief

72. The position of the Respondent is set forth in its answer and can be summarized as follows.

73. The circumstances of the present case fully satisfy the conditions for the application of training compensation in favour of the Respondent according to the applicable FIFA RSTP.

74. None of the arguments put forward by the Appellant constitutes a valid reason to exempt the latter from its obligation to pay training compensation to the Respondent.

75. As it resulted from the Player's passport that he was registered for the first time as a professional with the Appellant, the latter bears the onus to provide evidence to the contrary, in accordance with Article 8 of the Swiss Civil Code.

76. With regard to the Appellant's allegation that the Player was a professional when he was registered with Victoria United, it must be underlined that the Appellant failed to provide copy of the employment contract between the Player and Victoria United; the written statement by the Player as well as the Letter of Release attached to the appeal brief do not have any sufficient probative value against the Player passport with regard to the alleged status of the Player as a professional during his registration with Victoria United.

77. Moreover, the information contained in the Release Letter is unreliable since it was rejected by FECAFOOT as erroneous during the FIFA proceedings and FECAFOOT also confirmed that Victoria United participated in the amateur competition and that the Player was an amateur.

78. The fact that FECAFOOT may have made a mistake, which is excluded, cannot give the Appellant any right to circumvent the application of the relevant rules regarding training compensation by ascribing the responsibility on FECAFOOT.

79. As a consequence, the present appeal shall be dismissed, and the Appealed Decision shall be confirmed by the CAS.

80. In its answer, the Respondent submitted the following requests for relief:

1. *"Confirm the Decision issued by the FIFA DRC,*

2. *Consequently, order AC Oulu to pay to Aigle Royal Menoua the amount of EUR 30,000 as training compensation in connection with the 1st registration of the player as a professional with AC Oulu in October 2017, plus 5% interest p.a. on said amount as of the due date, i.e. as of the 31st day following the registration of the player with AC Oulu, i.e. as of 4 September 2017,*

3. *Order AC Oulu to support the entire procedural costs and to reimburse Aigle Royal Menoua its own fees and expenses related to both these proceedings and the proceedings before the FIFA DRC.*

4. Award any such other relief as the Sole Arbitrator may deem appropriate".

VI. JURISDICTION

81. Article R47 of the CAS Code provides as follows:

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

82. The Appellant relies on Article R58.1 of the FIFA Statutes as conferring jurisdiction to the CAS. The jurisdiction of the CAS was not contested by the Respondent. The signature of the Order of Procedure confirmed that the jurisdiction of the CAS in the present case was not disputed. Moreover, at the hearing, the Parties expressly reiterated that CAS has jurisdiction over the present dispute.

83. Accordingly, the Sole Arbitrator is satisfied that it has jurisdiction to hear the present case.

84. Under Article R57 of the CAS Code, the Sole Arbitrator has the full power to review the facts and the law and may issue a new decision which replaces the decision appealed or annul the challenged decision and/or refer the case back to the previous instance.

VII. ADMISSIBILITY OF THE APPEAL

85. According to Article 58 para 1 of the FIFA Statutes: *"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question".*

86. The Sole Arbitrator notes that the Single Judge rendered the Appealed Decision on 10 December 2018 and that the grounds of the Appealed Decision were notified to the Appellant on 28 February 2019. Considering that the Appellant filed its statement of appeal on 19 March 2019, i.e. within the deadline of 21 days set in the FIFA Statutes, the Sole Arbitrator is satisfied that the present appeal was filed timely and is therefore admissible.

VIII. APPLICABLE LAW

87. Article R58 of the Code provides the following:

The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to 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 Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.

88. Article 57 para. 2 of the FIFA Statutes so provides:

The 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.

89. In consideration of the reference made by the Parties in their submissions, and in view of the abovementioned provisions, the Sole Arbitrator holds that the present dispute shall be decided principally according to FIFA RSTP, Edition 2016, with Swiss law applying subsidiarily.

IX. MERITS

90. By addressing the merits of the present case, the Sole Arbitrator reminds that it is undisputed between the Parties that the Appellant signed a professional contract with the Player on 3 August 2017.

91. In this context, the Appellant claims that it was not the first club to sign the Player as a professional, as it assumes that the Player was previously registered as a professional with Victoria United, during the period from 1 January 2017 to 30 April 2017. As a consequence, the Appellant maintains that no training compensation is due in connection with the Player's registration with the latter.

92. In order to support its allegations, the Appellant relies on a written statement by Victoria United, contained in the Letter of Release which has been uploaded in the TMS during the transfer process, whereby, in the relevant part, it is declared as follows: *"The football player G., Cameroonian citizen born* [in] *1998, holder of Cameroon Passport Number* […] *has been a professional contract player of our Club during the period 1st January to 30th April 2017"*.

93. According to the Appellant, such document is of crucial relevance to demonstrate that the Player was a professional when he was registered with Victoria United, even more considering that FECAFOOT has validated the ITC request in the TMS, confirming, de facto, the Player's status as such and, moreover, no Player passport was uploaded that could contradict the Letter of Release and rectify the concerned data, in due time.

94. Moreover, the Player himself declared that he was a professional when he was registered with Victoria United.

95. On its side, the Respondent objects that as it resulted from the Player's passport that the Player was registered for the first time as a professional with the Appellant, it is the latter that has the onus to provide evidence to the contrary, in accordance with Article 8 of the Swiss Civil Code. However, the Appellant failed to meet its burden of proof, as the documents submitted are not able to prevail over the information resulting from the Player passport which were also confirmed by FECAFOOT.

96. As a consequence of the conflicting positions above, the main issue to be addressed by the Sole Arbitrator is whether or not the employment contract signed by the Player with the Appellant was the Player's first contract as a professional, and, as a consequence, whether the Appellant

is obliged to pay any training compensation to the Respondent pursuant to Article 20 and Article 2 of Annex 4 of FIFA RSTP.

97. First of all, the Sole Arbitrator believes that the Appellant is not legitimated to escape from the application of training compensation on the ground that it relied on the documentation available in the TMS at the moment when the transfer process was closed.

98. In that sense, the Sole Arbitrator does not agree with the Appellant that, since the Player's passport was made available in the TMS after the closing of the relevant transfer process, it shall have no effect in establishing the Player's status.

99. Actually, the rules governing the application of training compensation, are based on the authority conferred to the player passport as the official document which can attest the player's career history. Article 3 of annex 4 of FIFA RSTP, in the relevant part, reads as follow: *"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 player's career history as provided in the player passport) and has contributed to his training starting from the season of his 12th birthday"*.

100. In fact, it is to be noted that, according to FIFA Commentary on the RSTP, *"The player passport – which should not be confused with a travel document – is meant to assist associations and clubs in tracing the sporting history of the player, as it lists all clubs for which the player was registered as from the season in which he turned 12. This information is crucial when calculating training compensation and the solidarity contribution payable to those clubs that have invested in training this player"* (see comment no. 1, para 1 under Article 7).

101. CAS jurisprudence confirms the evidentiary relevance of the player passport in the above sense: *"The fundamental role in establishing the entitlement of the clubs to training compensation that is played by the player's passport naturally assumes, as a general rule, that the information contained in the player's passports is correct and adequate to ensure that the difference stakeholders from the football community are able to rely in good faith on such information"* (CAS 2015/A/4214).

102. As a consequence, any club wishing to register a new player has the responsibility to exercise the required diligence and possibly refrain from completing the transfer process in the case where the records showing the player's history are not accurate or complete or when any doubt arises in relation to the player's career history.

103. Therefore, the Sole Arbitrator finds that since it was the club that was interested in registering the Player, the Appellant was the party who should rightfully bear the risk that the information on the basis of which the transfer process was completed was not accurate and adequate.

104. The aforementioned conclusions apply notwithstanding and in addition to any possible sanction that can be imposed on associations or (other) clubs for not complying with the applicable rules in connection with international transfer of players through the TMS, in accordance with the provisions set forth under Annex 3 of FIFA RSTP.

105. Being established that the Player's passport provides conclusive evidence of the Player's career history, unless the contrary is proven, and also considering that FECAFOOT has informed FIFA that the content of the Letter of Release was erroneous, the Sole Arbitrator concludes that the burden of proving that the Player was not an amateur when he was registered with Victoria United lies on the Appellant, despite the findings to the contrary contained in the Player's passport.

106. In this context, the Sole Arbitrator refers to the general legal principle of the burden of proof in line with Article 8 of the Swiss civil code and to the principle established by CAS jurisprudence that *"in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them… The code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence"* (see CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975).

107. As to the issue at stake, the Sole Arbitrator reminds that, according to Article 2 of the applicable FIFA RSTP, *"1. Players participating in organised football are either amateur or professional. 2. 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"*.

108. The Sole Arbitrator first notes that the Appellant was not able to produce copy of the employment contract allegedly signed by the Player with Victoria United in order to challenge the information resulting from the Player's passport provided by FECAFOOT.

109. With regard to the Player's testimony at the hearing, the Sole Arbitrator observes that his deposition was conflicting with the Player's written statement produced by the Appellant with its appeal brief, as to his relationship with the training clubs listed in the Player's passport (affirming, in his written statement, not to have ever heard of most of the training clubs, while confirming the opposite when he was heard at the hearing). Moreover, the Appellant was not able to prove that the Player actually played for clubs, other than those listed in the Player's passport, during the relevant period.

110. In addition, no evidence (such as bank statements, invoices, receipts, etc.) was produced by the Appellant in order to demonstrate that the amount received by the Player under the contract with Victoria United was in excess of the living expenses incurred by the Player in the relevant period, within the meaning and for the purpose of Article 2 of FIFA RSTP. No evidence was submitted either that the relevant payments were actually made by Victoria United to the Player.

111. As a consequence, the Sole Arbitrator concludes that the Appellant has not discharged its burden of proof to establish that, contrary to the results emerging from the Player's passport, the contract signed by the Player with Victoria United was a professional contract.

112. Having established that the Player's first contract as a professional was the one signed with the Appellant, the Sole Arbitrator further notes that the Appellant has the obligation to pay training compensation to the Respondent for the period it effectively trained the Player.

113. In this respect, the Sole Arbitrator also observes that the amount established by the Appealed Decision as training compensation payable to the Respondent is correct in consideration of Article 5 Annex 4 of FIFA RSTP.

114. In view of the foregoing, the Sole Arbitrator is satisfied that the Appellant has the obligation to pay training compensation to the Respondent, in the amount established by the Single judge, in connection with the signing of the first employment contract with the Player as a professional in accordance with the applicable FIFA RSTP.

115. All other motions or requests for relief are rejected.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by AC Oulu against the decision rendered by the Single Judge of the sub-committee of the Dispute Resolution Chamber of the Fédération Internationale de Football Association on 10 December 2018 is rejected.

2. The decision rendered by the Single Judge of the sub-committee of the Dispute Resolution Chamber of the Fédération Internationale de Football Association on 10 December 2018 is confirmed.

3. (…).

4. (…).

5. All other motions or prayers for relief are dismissed.