



**Arbitration CAS 2015/A/4105 PFC CSKA Moscow v. Fédération Internationale de Football Association (FIFA) & Football Club Midtjylland A/S, award of 21 December 2015**

Panel: Mr Marco Balmelli (Switzerland), Sole Arbitrator

*Football*

*Solidarity contribution*

*Applicable law*

*Club responsible for the solidarity contribution*

*Compensation for the procedural costs incurred in the first instance proceedings*

1. **Article R58 of the CAS Code recognizes the pre-eminence of the “*applicable regulations*” over the “*rules of law chosen by the parties*”, which are only applicable “*subsidiarily*”. Article R58 of the Code does not admit any derogation and imposes a hierarchy of norms, which implies the obligation to resolve the matter pursuant to the regulations of the relevant “*federation, association or sports-related body*”. Should this body of norms leave a *lacuna*, it would be filled by the “*rules of law chosen by the parties*”.**
2. **The FIFA Regulations on the Status and Transfer of Players foresee that the new club shall be responsible for the payment of the solidarity contribution towards former training clubs. However the parties are free within the framework of contractual freedom, to agree on a shift of the final, financial burden of the solidarity contribution and, in particular, to agree on a rule regarding any reimbursement due or not due.**
3. **Costs which occurred in connection with first instance proceedings can be considered as “loss” in terms of Articles 99 para. 3 (and 42) of the Swiss Code of Obligations.**

**I. PARTIES**

1. PFC CSKA Moscow (the “Appellant” or “CSKA”) is a Russian professional football Club. The Appellant is affiliated to the Russian Football Union (the “RFU”) which is affiliated to the Fédération Internationale de Football Association (the “FIFA”).
2. FIFA (the “First Respondent”) is the international governing body of football on a worldwide level. It is an association under Swiss law, has its registered office in Zurich, Switzerland, and exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players, worldwide.

3. Football Club Midtjylland A/S (the “Second Respondent” or “Midtjylland”) is a professional Danish football club. The Second Respondent is affiliated with the Danish Football Association (the “DFA”) which is affiliated to FIFA.

## II. FACTUAL BACKGROUND

### A. Background Facts

4. Below is a summary of the relevant facts and allegations based on the parties’ written submissions, pleadings and evidence adduced. Additional facts and allegations found in the parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.
5. On 1 December 2009, CSKA and Midtjylland concluded a transfer agreement for the transfer of the player S. (the “Player”) from Midtjylland to CSKA (the “Agreement”). The transfer fee in the amount of EUR 1,000,000 was payable as follows:
- 1. instalment in the amount of EUR 500,000 payable no later than 20 January 2010
  - 2. instalment in the amount of EUR 500,000 payable no later than 15 March 2010.
6. Furthermore, the Agreement stated the following:

“[...]”

*2.3. The transfer fee [...] includes the 5% of the solidarity contribution regulated by the Articles 20, 21 of the FIFA Regulation on the Status and Transfer of Players. This solidarity contribution shall be attended to by Midtjylland by way of Article 3.3 (c) below of this Agreement.*

[...]”

*3.3. Midtjylland is obliged:*

*c) to make the payment of solidarity contribution connected with the transfer of the Player to any third party (i.e. any football club or sport entity) engaged in education and training of the Player CSKA Midtjylland that is regulated by the Articles 20, 21 of the FIFA Regulations on the Status and Transfer of Players”.*

*4. Responsibilities of the Parties*

*4.1. The Parties are responsible in case of improper fulfillment of their obligations under this transfer agreement. The non-performing Party has to compensate the other Party for losses incurred.*

4.2. [...]

4.3. *Midtjylland assumes the responsibility for the compensation due as a solidarity contribution to the clubs, under the Articles 20, 21 of the FIFA Regulations on the Status and Transfer of Players. In the event that a Club(s) entitled to receive a Solidarity Compensation payment under this Agreement, make a claim to FIFA for payment and FIFA obligates CSKA to pay to that Club(s), Midtjylland shall pay CSKA the amount claimed*".

7. On 7 June 2013, the FIFA Dispute Resolution Chamber (the "DRC") ordered the Appellant to pay solidarity contribution in the amount of EUR 13,330 plus interest to the Liberian football club Gedi & Sons F.C. ("G&S") for the training period from 1 April 2003 to 10 December 2005. On 20 June 2013, this decision was notified to CSKA.
8. On 8 and 15 August 2013, the Appellant paid the solidarity contribution to G&S in two instalments.

#### **B. Proceedings before the FIFA Player's Status Committee**

9. On 5 March 2014, the Appellant lodged a claim in front of the FIFA Players' Status Committee (the "PSC") against the Second Respondent regarding the reimbursement of the amount of EUR 13,431.47 plus interest.
10. On 14 January 2015, the Single Judge of the Players' Status Committee declared the claim inadmissible (the "Appealed Decision"), stating that the claim was time-barred by the statute of limitation of two years in accordance with Article 25 para. 5 of the Regulations on the Status and Transfer of Players (the "RSTP").

Article 25 para. 5 RSTP states the following:

*"The Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall not bear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case"*.

11. The PSC held that the "event giving rise to the dispute" arose on the 31<sup>st</sup> day following the due dates of the respective instalments of the transfer fee, *i.e.* on 22 February 2010 and on 15 April 2010, payable by the Appellant to the Second Respondent in 2010. As CSKA requested reimbursement on 5 March 2014, the PSC decided the claim was time-barred.

#### **III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

12. On 11 June 2015, the Appellant filed its statement of appeal against the Appealed Decision in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (2013) (the "Code").

13. On 22 June 2015, the Appellant filed its appeal brief, in accordance with Article R51 of the Code.
14. On 25 June 2015, the Respondents were granted a deadline of twenty days from receipt of the appeal brief to file their respective answers in accordance with Article R55 para. 1 of the Code.
15. On 29 June 2015, FIFA requested to modify the time limit for the filing of its answer starting to run after the payment of the relevant advance of costs by the Appellant which was granted by the CAS Court Office on 30 June 2015.
16. The FIFA's twenty-day time limit for filing its answer started after having received the letter on 3 September 2015 confirming the Appellant's and the Second Respondent's payment of their respective share of the advance of costs according to Article R55 para. 3 in conjunction with Article R32 para. 1 of the Code.
17. On 24 July 2015, the CAS Court Office noted that the Second Respondent had failed to file an answer in accordance with Article R55 of the Code and advised the parties that the Arbitral Tribunal, once constituted, would nevertheless proceed with the arbitration and deliver an award.
18. On 3 September 2015, pursuant to Articles R54 and R33 of the Code, the Counsel of the CAS informed the parties that the Panel appointed to decide the present matter was constituted by the Sole Arbitrator Dr. Marco Balmelli, attorney-at-law in Basel, Switzerland.
19. The First Respondent filed its answer on 23 September 2015, in accordance with Article R55 of the Code.
20. On 24 September 2015, the parties were asked to state their position regarding the necessity of holding a hearing or whether they preferred the Sole Arbitrator to rule based on their written submissions. The parties subsequently requested the Sole Arbitrator to deliver an award based on the parties' written submissions.
21. On 20 October 2015, the parties were informed of the Sole Arbitrator's decision, in accordance with Article R57 of the Code, to proceed without holding a hearing.

#### **IV. SUBMISSIONS OF THE PARTIES**

22. The following outline of the parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the parties, even if no explicit reference has been made in what immediately follows. The parties' written submissions and the content of the Appealed Decision were all taken into consideration.

**A. Appellant (CSKA)**

23. The Appellant filed the following prayers for relief:

1. *“The decision of the Single Judge of the FIFA Players’ Status Committee passed on 14 January 2015 is revoked;*
2. *Midtjylland shall reimburse the Appellant EUR 15’818 and pay the interest in the amount of 5 % p.a. on this sum for the period from 3 August 2013 until the day of this decision;*
3. *Midtjylland shall reimburse the Appellant CHF 2’000;*
4. *Midtjylland shall bear the arbitration costs in accordance with part F of the CAS Code”.*

24. The Appellant’s submissions, in essence, may be summarized as follows:

- CSKA paid the transfer fee to Midtjylland in two instalments in due course. The transfer fee included the solidarity contribution with respect to Articles 20 and 21 RSTP.
- According to Article 3.3 of the Agreement, it was Midtjylland’s obligation to make the solidarity contribution payment to third parties engaged in the education and training of the Player.
- CSKA contractually discharged itself from the obligation to pay the solidarity compensation according to Article 2 para. 1 and 2 of Annex 5 RSTP. CSKA insisted on this clause, because the Player did not assist CSKA in completing his chronology of his career. Moreover, his players’ passport only indicated unknown clubs for the time period from his 12<sup>th</sup> birthday until 31 August 2009. Midtjylland informed CSKA that the Player had been trained in their partially-owned football academy called FC Ebedei in Nigeria since 2003 and that there is no reason to make an additional effort to find his previous clubs. CSKA duly fulfilled its obligation by doing its best to identify the Player’s training clubs.
- CSKA did not know about the past of the Player with G&S. The DRC’s decision dated 7 June 2013 confirmed that the Player was trained by G&S from 1 April 2003 until 10 December 2005. CSKA did not know of G&S’s claim for solidarity contribution until 5 March 2013 when the DRC informed CSKA about the instigation of the proceedings before it following the claim of G&S.
- The events that gave rise to the dispute between CSKA and Midtjylland are the days following the dates when CSKA paid the solidarity contribution to G&S, *i.e.* 9 and 16 August 2013. Therefore, the claim is not time-barred.

**B. First Respondent (FIFA)**

25. FIFA filed the following prayers for relief:

1. *“That the CAS rejects the appeal at stake and confirms the presently challenged decision passed by the Single Judge (hereafter also: the Single Judge) of the Player’s Status Committee on 14 January 2015 in its entirety.*
2. *That the CAS orders the Appellant to bear all the costs of the present procedure.*
3. *That the CAS orders the Appellant to cover all legal expenses of FIFA related to the proceedings at hand”.*

26. FIFA’s submission, in essence, may be summarized as follows:

- In case of a dispute regarding the solidarity mechanism, the event giving rise to such a dispute is the non-payment by the new club within 30 days of the player’s registration or the non-payment of the solidarity contribution within 30 days of the due date of a contingent payment.
- The two-year time limit established by Article 25 para. 5 RSTP starts running as from the 31<sup>st</sup> day after the registration of the player with the new club or as from 31<sup>st</sup> day after the date on which a contingent payment fell due.
- CSKA is responsible for the situation it finds itself in. CSKA concluded an Agreement which is not in line with the solidarity mechanism lined out in the RSTP by making the old club responsible for the payment of the solidarity contribution. According to DRC’s jurisprudence, the solidarity mechanism cannot be derogated by internal agreements between the transferring clubs. This is confirmed by CAS 2012/A/2707.
- There is no legal basis in the RSTP which would allow a training club to lodge a claim against the former club. Training clubs entitled to receive a part of the solidarity contribution can only lodge a claim against the new club.
- The dispute between the clubs is purely contractual. By paying 100% instead of 95% of the transfer fee, the Appellant made an undue payment to the Second Respondent equaling the amount of the solidarity contribution. This leads to the conclusion that the undue payment was also the event giving rise to the dispute.
- As the Appellant lodged its claim more than two years after the moment of this undue payment, PSC was correct to deem the Appellant’s claim time-barred.

### **C. Second Respondent (Midtjylland)**

27. Midtjylland did not file any written submission and pointed out that it already provided the DRC with all necessary information.

## V. JURISDICTION

28. The jurisdiction of the CAS - which is not disputed - derives from Article 67 para. 1 of the FIFA Statutes, which provides that:

*“[a]ppeals against final decisions passed by FIFA’s legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with the CAS within 21 days of notification of the question”.*

And Article R47 of the Code which provides:

*“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”.*

The jurisdiction of the CAS is further confirmed by the Order of Procedure duly signed by the Parties.

29. Therefore, the Sole Arbitrator considers that CAS is competent to decide over this case.

## VI. ADMISSIBILITY

30. 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders his decision after considering any submission made by the other parties”.*

31. The Appealed Decision was notified to the Appellant on 22 May 2015. The statement of appeal was filed on 11 June 2015, *i.e.* within the deadline of 21 days set by Articles 67 of the FIFA Statutes and R49 of the Code. The appeal brief was filed on 22 June 2015, *i.e.* within the 10-day time limit prescribed by Article R51 of the Code. The appeal further complied with all other requirements of Articles R48 and R51 of the Code, including the payment of the CAS Court Office fee. Therefore, the appeal is admissible.

## VII. APPLICABLE LAW

32. It is generally accepted that the choice of the place of arbitration also determines the law to be applied to arbitration proceedings. The Swiss Private International Law Act (the “PILA”) is the relevant arbitration law for an arbitration pursued in Switzerland (DUTOIT B., Droit

international privé Suisse, Commentaire de la loi fédérale du 18 décembre 1987, Bâle 2005, N. 1 on Article 176 PILA; TSCHANZ P.-Y., in Commentaire romand, Loi sur le droit international privé - Convention de Lugano, 2011, n° 1, p. 1627, ad Article 186 PILA). Article 176 para. 1 PILA provides that the provisions of Chapter 12 of PILA regarding international arbitration shall apply to any arbitration if the seat of the arbitral tribunal is in Switzerland and if, at the time the arbitration agreement was entered into, at least one of the parties had neither its domicile nor its usual residence in Switzerland.

33. CAS has its seat in Lausanne, Switzerland. Therefore, the PILA is applicable. Article 187 para. 1 of the PILA provides – inter alia – that *“the arbitral tribunal shall rule according to the law chosen by the parties or, in the absence of such a choice, according to the law with which the action is most closely connected”*. According to the legal doctrine, the choice of law made by the parties can be tacit and/or indirect, by reference to the rules of an arbitral institution. In agreeing to arbitrate the present dispute according to the CAS Code, the Parties have submitted themselves to the conflict-of-law rules contained therein, in particular to Article R58 of the CAS Code (CAS 2008/A/1705 para. 9 and references; CAS 2008/A/1639, para. 21 and references; CAS 2006/A/1141, para. 61).

34. 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”*.

35. Article R58 of the Code indicates how the Sole Arbitrator must determine which substantive rules/laws are to be applied to the merits of the dispute. This provision recognizes the pre-eminence of the *“applicable regulations”* to the *“rules of law chosen by the parties”*, which are only applicable *“subsidiarily”*. Article R58 of the Code does not admit any derogation and imposes a hierarchy of norms, which implies for the Sole Arbitrator the obligation to resolve the matter pursuant to the regulations of the relevant *“federation, association or sports-related body”*. Should this body of norms leave a *lacuna*, it would be filled by the *“rules of law chosen by the parties”*.

36. Subsequently, the Parties in the present case have submitted themselves to the FIFA Statutes, including its Article 66 para. 2, which provides that *“[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”*. Therefore, in the present case and with respect to the applicable substantive law, subject to the primacy of the applicable regulations of FIFA, Swiss law shall be applicable.

## VIII. MERITS

a. *Validity of the parties' agreement regarding the solidarity contribution*

37. Before turning his attention towards the question whether the Appellant's claim is time-barred, the Sole Arbitrator deems it important to consider the Agreement, especially regarding the solidarity contribution. The parties agreed that the former club (Midtjylland) shall pay the solidarity contribution, whereas, according to the RSTP, it shall be the new club (CSKA), who is responsible for the payment of the solidarity contribution. With respect to the Agreement, FIFA claims that such contract is not valid as it deviates from the mandatory solidarity mechanism lined out in the RSTP.

38. In this respect, the Sole Arbitrator considers CAS 2012/A/2707, which refers to CAS 2009/A/1773 and CAS 2008/A/1544, stating:

*"The Panel considers that on the occasion of a player's transfer, the former club and the new club certainly cannot deviate from the FIFA RSTP provisions on solidarity contribution in issues affecting third parties, like the amount to be received by the training clubs as solidarity contribution (5% of the transfer compensation), or the party which shall make the relevant payments to the beneficiaries of such contribution (the new club)"* (emphasis added).

Furthermore, the following principles shall apply:

*(a) It is the new club that has the obligation to pay the solidarity contribution to the club(s) entitled to it;*

*(b) Towards third parties, i.e. the clubs entitled to the solidarity contribution, the obligation to pay the contribution remains with the new club, even if there are internal arrangements between the new club and the transferring club;*

*(c) The transferring club and the new club are free to agree on a shift of the final, financial burden of the solidarity contribution and, in particular, to agree on a rule regarding any reimbursement due or not due.*

39. Considering this jurisprudence, the Sole Arbitrator deems it important to point out that in any case, the new club shall be responsible for the payment of the solidarity contribution towards the training clubs. Following this principle, CSKA was obliged to pay the solidarity contribution to G&S by the decision of the DRC dated 7 June 2013. The solidarity mechanism was therefore respected towards third parties.

40. With respect to the *internal* agreement regarding the question which club shall finally pay the solidarity contribution, the Sole Arbitrator considers that the parties are free within the framework of contractual freedom, to agree on a shift of the final, financial burden of the solidarity contribution and, in particular, to agree on a rule regarding any reimbursement due or not due (CAS 2012/A/2707; 2009/A/1773; CAS 2008/A/1544). Therefore, such Agreement is binding for the parties in the Sole Arbitrator's opinion.

*b. Statute of limitation*

41. Article 25 para. 5 RSTP states the following:

*“The Players’ Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case”.*

42. In the case at hand, the Sole Arbitrator considers that CSKA’s claim for reimbursement is purely contractual. Therefore, the Sole Arbitrator questions whether Article 25 para. 5 RSTP applies as it was not outlined by the parties why this dispute shall be considered a case *“subject to these regulations”* in terms of Article 25 para. 5 RSTP. In any case, however, the Sole Arbitrator deems it evident that the claim is not time-barred.

43. The pivotal issue at hand is the question which moment shall be considered as *the event giving rise to the dispute*. The Appellant claims the moment of the payments to G&S gave rise to the dispute, whereas FIFA is of the opinion that the payment to Midtjylland was relevant as CSKA made an undue payment in the amount of 5% of the transfer fee. Alternatively, FIFA suggests that in case of a dispute regarding the solidarity mechanism, the event giving rise to such a dispute is the non-payment by the new club within 30 days of the player’s registration or the non-payment of the solidarity contribution within 30 days of the due date of a contingent payment.

44. The Sole Arbitrator deems it appropriate to first consider the parties’ Agreement in seeking guidance for what they deem to be the event giving rise to a dispute. In this respect, the Sole Arbitrator notes Article 4.3 of the Agreement, stating that *“in the event that a Club(s) entitled to receive a Solidarity Compensation payment under this Agreement, make a claim to FIFA for payment and FIFA obligates CSKA to pay to that Club(s), Midtjylland shall pay CSKA the amount claimed”*. Considering this clause, the Sole Arbitrator deems it evident that the Appellant and Second Respondent agreed that the event giving rise to a claim shall be the moment when FIFA obliges CSKA to pay a solidarity contribution to another club. Therefore, the statute of limitation began to run as from the date of the DRC’s decision, namely on 7 June 2013. CSKA lodged its claim before the FIFA PSC on 5 March 2014. The Sole Arbitrator therefore concludes that such claim was not time-barred with respect to Article 25 para. 5 RSTP.

*c. Is Midtjylland obliged to reimburse the claimed amount?*

45. The Sole Arbitrator turns his attention towards the Agreement, which states that in the event CSKA has to pay solidarity contribution to a club, Midtjylland shall (a) reimburse the amount claimed (Article 4.3) and (b) compensate for losses in connection with the non-fulfilment of the Agreement (Article 4.1).

46. With respect to the amount of the Appellant’s claim, the Sole Arbitrator turns his attention to the DRC’s award dated 7 June 2013, which holds that CSKA shall pay:

*“within 30 days as from the date of notification of this decision, the amount of EUR 13,330 plus 5% interest p.a. on said amount until the date of the effective payment as follows:*

*a) 5% p.a. as of 10 February 2010 on the amount of EUR 6,665;*

*b) 5% p.a. as of 15 April 2010 on the amount of EUR 6,665”.*

As this decision was notified to the parties on 20 June 2013, the Sole Arbitrator concludes that Midtjylland is obliged to reimburse to CSKA the payment made to G&S in the amount of EUR 13,330 plus EUR 1,120.10 (5% p.a. as of 10 February 2010 until 20 June 2013 on the amount of EUR 6,665) and EUR 1,059.90 (5% p.a. as of 15 April 2010 until 20 June 2013 on the amount of EUR 6,665). Since the Appellant does not provide for any argument or evidence why Midtjylland shall reimburse more than CSKA was obliged to pay in the DRC’s award, the (further) claimed amount of EUR 308 is rejected. To summarize, the Sole Arbitrator holds that Midtjylland shall pay to CSKA the total amount of EUR 15,510.

47. Furthermore, CSKA claims for CHF 2,000 as a compensation of the costs which occurred in connection with the procedures before the FIFA PSC and the DRC (Article 4.1 of the Agreement). In this respect, the Sole Arbitrator holds that the amount of CHF 1,000 deriving from the costs of the proceedings before the DRC is to be considered as “loss” in terms of Article 4.1 of the Agreement in connection with Article 99 para. 3 and 42 of the Swiss Code of Obligations (the “CO”). The same applies for the costs for the proceedings before the PSC in the amount of CHF 1,000. Considering that the Respondent did not dispute such amounts, the Sole Arbitrator accepts this claim.
48. Regarding the prayer for relief for a payment of an interest of 5% p.a. as from 3 August 2013 until the day of this decision, the Sole Arbitrator refers to Article 102 and 104 CO, stating that the debtor shall pay an interest of 5% p.a. as of the moment he is in default. The debtor is in default as soon as the claim is due and he receives a formal reminder from the creditor. Taking this into account, the Sole Arbitrator turns his attention to the Appellant’s faxes to Midtjylland dated 2 July 2013 and 24 July 2013. With fax dated 2 July 2013, CSKA informed Midtjylland about the DRC’s decision dated 7 June 2013 and asked Midtjylland to reimburse the amount of EUR 13,431.47 to CSKA. With fax dated 24 July 2013, CSKA reminded Midtjylland of its duty to reimburse this amount. Therefore, the Sole Arbitrator concludes that Midtjylland was in default regarding the amount of EUR 13,431.47 as from 24 July 2013. However, as the Sole Arbitrator is bound by the Appellant’s request, he awards interest of 5% p.a. as of 3 August 2013. Regarding the amount which was not included in the formal reminder, the Sole Arbitrator holds that an interest of 5% p.a. is due as of the filing of CSKA’s claim on 5 March 2014.

*d. Conclusion*

49. In conclusion, the Sole Arbitrator considers the Agreement valid with respect to the internal agreement between Midtjylland and CSKA regarding the payment of the solidarity contribution. Furthermore, the event giving rise to the dispute is defined in the Agreement as the moment when FIFA orders CSKA to pay solidarity contribution to another club. As the Appellant’s claim was not time-barred, the Sole Arbitrator upholds the Appellant’s appeal, sets DRC’s

decision aside and orders Midtjylland to pay to CSKA EUR 15,510 plus interest at a rate of 5% p.a. regarding the amount of EUR 13,431.47 as of 3 August 2013 and a rate of 5% p.a. regarding the amount of EUR 2,078.53 as of 5 March 2014 with respect to the solidarity payment and CHF 2,000 with regard to the costs occurred in connection with the procedures before the FIFA DRC and the PSC.

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The appeal filed by CSKA on 22 June 2015 is upheld. The decision of the Single Judge of the FIFA Players' Status Committee dated 14 January 2015 is set aside.
2. The Appellant's claim is partially accepted and the Second Respondent is ordered to pay to the Appellant EUR 15,510 (fifteen thousand five hundred and ten Euros) as well as interest at a rate of 5% p.a. regarding the amount of EUR 13,431.47 (thirteen thousand four hundred and thirty-one Euros and forty-one Cents) as of 3 August 2013 and a rate of 5% p.a. regarding the amount of EUR 2,078.53 as of 5 March 2014.
3. The Second Respondent is ordered to pay to the Appellant CHF 2,000 (two thousand Swiss Francs) as compensation for the procedural costs incurred before the FIFA Players' Status Committee and the FIFA Dispute Resolution Chamber.

(...)

7. All other prayers for relief are dismissed.