Arbitration CAS 2015/A/4214 Nõmme JK Kalju v. FK Olimpic Sarajevo, award of 28 April 2016

Sole Arbitrator: Mr Lars Hilliger (Denmark)

Football
Training compensation
Conditions for being entitled to training compensation according to the FIFA Regulations
Information contained in the player's passport and clubs' entitlement to training compensation
Proportionality of the indicative amounts of training compensation in the FIFA Circular Letters
Burden of proof for the reduction of an amount of training compensation under Swiss law and CAS jurisprudence

1. **Article 20 of the FIFA Regulations provides, inter alia, that *"Training compensation shall be paid to the player's training club(s): (1) when a player signs his first contract as a professional and (2) each time a professional is transferred until the end of the season of the 23rd birthday"*. Furthermore, according to article 3, paragraph 2 *"If a player re-registers as a professional within 30 months of being reinstated as an amateur his new club shall pay training compensation in accordance with article 20"*. This last provision safeguards the work done by the training clubs at an earlier stage in the event that a player should revert to professionalism after having changed his status from professional to amateur at an earlier stage in his career.**

2. **The fundamental role in establishing the entitlement of the clubs to training compensation that is played by the player's passport naturally assume, as a general rule, that the information contained in the player's passports is correct and adequate to ensure that the different stakeholders from the football community are able to rely in good faith on such information. However, it cannot be entirely ruled out that isolated errors or inaccuracies may occur, in which case they should be rectified as soon as possible after detection.**

3. **The indicative amounts, as mentioned in the respective FIFA Circular Letters, are general average amounts supposed to facilitate the handling of transfer cases by making specific calculations unnecessary, thereby simplifying and speeding up the compensation and transfer process. However, there is a possibility to object to the amount and to prove that such compensation is disproportionate. This must be done on the basis of concrete evidentiary documents, such as invoices, costs of training centres, budget, etc. In case such evidence cannot be brought forward and in case the lack of proportionality cannot be proven, the general indicative amounts apply.**

4. **A party requesting the reduction of an amount of training compensation must bring forward specific evidence in order to corroborate its allegations that the compensation calculated on the basis of the indicative amount is clearly disproportionate.**

I. THE PARTIES

1. Nõmme JK Kalju (the "Appellant") is an Estonian professional football club affiliated with the Estonian Football Association (the "EFA"), which in turn is affiliated with the Federation International de Football Association ("FIFA").

2. FK Olimpic Sarajevo (the "Respondent") is a Bosnian and Herzegovinian professional football club affiliated with the Football Federation of Bosnia and Herzegovina (the "FFBH"), which in turn is affiliated with FIFA.

II. FACTUAL BACKGROUND

3. The elements set out below are a summary of the main relevant facts as established by the Sole Arbitrator on the basis of the decision rendered by the FIFA Dispute Resolution Chamber (the "FIFA DRC") on 21 January 2015 (the "Decision"), the FIFA file, the written submissions of the Parties, and the exhibits filed. Additional facts may be set out, where relevant, in the legal considerations of the present Award.

4. According to different player passports issued by the FFBH, the Bosnian football player A. (the "Player"), born on 2 January 1993, was registered with the following Bosnian football clubs:

   FK Novi Grad Sarajevo:
   as from 17 August 2005 until 30 July/5 August 2009 – as an amateur

   FK Olimpic Sarajevo:
   as from 5 August 2009 until 24 July 2012 – as a non-amateur

   Famos:
   as from 10 August 2012 until 16 January 2013 – (inconsistent information)

5. The FFBH football seasons during the period when the Player was registered with the Respondent ran as follows:

   - season 2009/2010 as from 1 August until 29 May;
   - season 2010/2011 as from 31 July until 29 May;
   - season 2011/2012 as from 6 August until 23 May.

6. On 21 December 2012, the Player and the Appellant signed a Scholarship Agreement (the "Scholarship Agreement"), valid as from 1 February 2013 until 5 November 2017.

7. In January 2013, the Player provided the Appellant with a document named "Ispisnica" (Letter of Clearance) and dated 13 January 2013, apparently issued by the club Famos, according to which the club, *inter alia*, stated that it did not see itself entitled to receive "developing costs compensation" regarding the Player.

8. On 31 January 2013, the Appellant initiated the registration process in the TMS, entering, *inter alia*, the date 16 January 2013 as the end date of the Player's former contract, followed by, *inter alia*, the following actions:

   - 31 January 2013: The Appellant uploaded to the TMS a *"proof of last contract end date"* together with other mandatory documents.
   - 14 February 2013: The FFBH deregistered the Player.

9. On 14 February 2013, the Appellant was provided, via the EFA, with a signed and stamped player's passport for the Player (the "First player's passport"), according to which the Player had been registered with the club Famos as from 10 August 2012 *"**as a non-amateur**"*. The stamp had the following wording: *"Fudbalski Saves Kantona Sarajevo Komisija Za Registraciju Igraca"*.

10. Also on 14 February 2013, the Football Federation of Sarajevo Canton issued and provided the Appellant, via EFA, with a document named "Brisovnica" (Release Certificate), which stated, *inter alia*, as follows (Appellant's translation):

    By the Book of regulations on registration, status and transfer of the players and football clubs, NS/FS B&H, Registration Committee has deleted from the register file of this Association:
    Player: A.
    Former member of the FK "Famos Sask-Napredak" Hrasnice
    This action is completed on the basis of the following
    a) The application of the player to the Federation
    b) The letter of Clearance from the club number 03-10/13 dated 16.01.2013
    c) By an official duty
    Status of the player: Non-amateur
    A reason for deletion: Leaving abroad
    There are no obstacles for his registration to the new club from the side of the Federation.

11. By e-mail of 15 February 2013, the EFA, on behalf of the Appellant, wrote, *inter alia*, as follows to the FFBH:

    I am hereby writing to you regarding transfer in TMS with ref no 64949 player A. from FK Famos SASK Napredak Hrasnica to Estonian Nõmme JK Kalju.
    Attached you will find 4 documents:
    (1) The former club's confirmation that the contract is terminated
    (2) The former club's confirmation that the club has no claims towards the player
    (3) Your Federation's confirmation that the contract has finished 16.01.2013
    (4) Payment confirmation for your Federation.
    Referring to all those documents above, I am turning to you with kind request to send me an confirmation letter in English to confirm that the contract between A. and FK Famos SASK Napredak Hrasnica is terminated on 16.01.2013 and the club has no claims towards the player. …

12. By e-mail of 19 February 2013, a representative from the FFBH confirmed as follows:

Hereby we confirm that the player is free as of 16.01.2013, and he has been "cleared" from the register on 14.02.2013.

13. On 20 February 2013, the EFA confirmed the ITC request in the TMS, and the FFBH uploaded a player's passport and confirmed the delivery of the Player's ITC.

14. On the same date, and following the confirmation of the ITC request by the EFA, the FFBH uploaded a rectified player's passport (the "Second player's passport"), according to which the Player had been registered with the club Famos as from 10 August 2012 as an *"amateur"*.

15. Finally, still on the same date and following the registration process in the TMS and the issue of his ITC, the Player was registered with the Appellant under the EFA as a professional.

16. During the proceedings before the FIFA Dispute Resolution Chamber, the Respondent submitted yet another player's passport for the Player issued on 17 March 2014 by the FFBH (the "Third player's passport"), which, according to the Appellant, was never before submitted and is not available in the TMS.

17. According to the Third player's passport, which indicates a different ID number of the Player, the Player had been registered with the club Famos as an "amateur", which registration period ended on 16 January 2013 according to the player's passport.

18. According to the Scholarship Agreement, the Player was to receive, besides a signing-on fee, accommodation, flight tickets and various other expenses, the following amounts:

5.1. … from February 1st, 2013 till March 1st, 2014 in the amount of: 600 EUR NETO per month and incentive pay of 75 EUR for each competition game in Melstrilliga or EUAF Champions or Europa League, that the scholarship receiver starts in the main squad, as part of the starting 11 players.
5.2 From March 1st, 2014 … 700 EUR NETO per month and incentive pay of 100EUR …
5.3 From March 1st, 2015 …1200 EUR NETO per month and incentive pay of 100 EUR …
5.4.a additional incentive pay in the amount of 7000EUR if the scholarship receiver will play 70% from the football season … in the starting eleven … and will win the Estonian championship …
: … incentive pay in the amount of 3000 EUR if the scholarship receiver will play less than 70% (but no less that 25%) from the football season … in the starting eleven … and will win the Estonian championship….

19. According to the information contained in the TMS, the Appellant belonged to the UEFA Category III (indicative amount of EUR 30,000 per year) during the season when the Player was registered with the Appellant, i.e. the season 2012/2013.

20. On 1 October 2013, the Respondent lodged its claim with FIFA, claiming payment of training compensation regarding the Player from the Appellant on the ground that the Player was transferred as a professional *"from [the Respondent] to [the Appellant]"* in February 2013, thus claiming the amount of EUR 90,000 (3 seasons of EUR 30,000 each).

21. In its reply, the Appellant stated that the Player had already been registered as a professional with the Respondent. In this respect, the Appellant referred to article 3 paragraph 1 of Annexe

4 of the FIFA Regulations of the Status and Transfers of Players (the "Regulations") and argued that, in case of a subsequent transfer of a professional, training compensation will only be owed to the Player's former club, i.e. Famos, and not to the Respondent.

22. Furthermore, the Appellant argued that the Player was an amateur at the moment when he signed the Scholarship Agreement with the Appellant, and therefore the signing with the Appellant cannot be viewed as a transfer of a professional player. Moreover, the Player was not earning more than the expenses incurred for his football activity under the Scholarship Agreement, and the Player could consequently not be considered a professional player in light of article 2 of the Regulations.

23. Finally, the Appellant argued that it belonged to the UEFA Category IV at the time of the conclusion of the Scholarship Agreement, i.e. 21 December 2012, and that it was nominated as a UEFA Category III club by the EFA only on 29 December 2012.

24. Thus, the Appellant concluded that no training compensation is payable to the Respondent.

25. The FIFA DRC, after having confirmed its competence, held that it first had to establish whether the Player held amateur status or professional status at the time when he was registered with the Appellant.

26. With reference to article 2 paragraph 2 of the Regulations, and taking into consideration the amounts payable to the Player on the basis of the Scholarship Agreement, the FIFA DRC concluded that the Player was in fact paid more for his football activity than the expenses he effectively incurred.

27. The FIFA DRC furthermore pointed out that the EFA had confirmed that the Player was registered with the Appellant as a professional on 20 February 2013, with which the FIFA DRC concurred.

28. Having established the above, the FIFA DRC referred to the rules applicable to training compensation. As established in article 20 of the Regulations as well as in article 1 paragraph 1 of Annexe 4, in combination with article 2 paragraph 1 of Annexe 4 of the Regulations, training compensation is payable, as a general rule, for training incurred between the ages of 12 and 21 when a player is registered for the first time as a professional before the end of the season of the player's 23rd birthday or when a professional is transferred between two clubs of two different associations before the end of the season of the player's 23rd birthday. Equally, the FIFA DRC referred to article 3 paragraph 2, second sentence, of the Regulations, which stipulates that if a player is re-registered as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with article 20 of the Regulations.

29. In this respect, the FIFA DRC recalled that the Player was registered with the Respondent as from 5 August 2009 until 24 July 2012 as a professional and, thereafter, with Famos as from 10 August 2012 until 16 January 2013 as an amateur before the Player was registered with the Appellant as a professional on 20 February 2013.

30. Based on that, the FIFA DRC concurred that the Player was re-registered as a professional with the Appellant after a period of seven months and, thus, within 30 months of being reinstated as an amateur. Consequently, it was decided that the Appellant should, in principle, pay training compensation in accordance with article 20 of the Regulations.

31. With regard to the argument of the Appellant regarding belonging to the UEFA Category IV at the time of the conclusion of the Scholarship Agreement, the FIFA DRC highlighted that, in accordance with its well-established jurisprudence, the event giving rise to a possible entitlement to training compensation is the registration of the player with the new club.

32. Thus, the Appellant belonged to the UEFA Category III at the time of the Player's registration as a professional with the Appellant, i.e. on 20 February 2013, and the FIFA DRC therefore decided that the UEFA Category III should apply to the Appellant and, consequently, that training compensation is due.

33. Turning its attention to the calculation of the training compensation, the FIFA DRC referred to article 5 paragraphs 1 and 2 of Annexe 4 of the Regulations, which stipulates that, as a general rule, to calculate the training compensation, it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.

34. Furthermore, and considering article 3 paragraph 2, second sentence, of Annexe 4 of the Regulations, which stipulates that the amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club, the FIFA DRC concluded that the effective period of time to be considered in the matter at stake corresponds to 11 months of the 2009/2010 season, the full seasons of 2010/2011 and 2011/2012 as well as one month of the 2012/2013 season.

35. Based on the above, on 21 January 2015, the FIFA DRC rendered its decision as follows:

1. The claim of the Claimant, FK Olimpic Sarajevo, is accepted.

2. The Respondent, Nomme JK Kalju, has to pay to the Claimant, within 30 days as from the date of notification of this decision, the amount of EUR 90,000.

3. In the event that the aforementioned sum is not paid within the stated time limit, interest at the rate of 5% p.a. will fall due as of the date of expiry of the stipulated time limit and the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.

4. The final costs of the proceedings in the amount of CHF 7,000 are to be paid by the Respondent within 30 days as from the of the notification of the present decision as follows:

4.1. The amount of CHF 4,000 has to be paid to FIFA ….

4.2. The amount of CHF 3,000 has to be paid to the Claimant.

5. …

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

36. On 18 September 2015, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") against the decision rendered by the FIFA DRC on 21 January 2015 (the "FIFA Decision") in accordance with Article R47 *et seq*. of the Code of Sports-related Arbitration (the "Code"). Within such statement of appeal, the Appellant requested that this procedure be referred to a Sole Arbitrator

37. On 24 September 2015, the CAS Court Office acknowledged receipt of the Appellant's statement of appeal and *inter alia* invited the Respondent to comment on the Appellant's request for the appointment of a Sole Arbitrator.

38. On 30 September 2015, the Respondent stated its objection to the appointment of a Sole Arbitrator.

39. By letter of 20 October 2015, the CAS Court Office informed the Parties that, pursuant to Article R50 of the Code, the Deputy President of the CAS Appeals Arbitration Division, taking into account the circumstances of the case, decided that the matter would be submitted to a Sole Arbitrator.

40. On 29 October 2015, the Appellant filed its Appeal Brief in accordance with Article R51 of the Code.

41. On 3 November 2015, the Respondent confirmed that it designated the FIFA Decision as its answer. Such position was further confirmed by the Respondent on 5 November 2015.

42. On 11 November 2015, the CAS Court Office, on behalf of the President of the Appeals Arbitration Division, informed the parties that Mr. Lars Hilliger, Attorney-at-Law in Copenhagen, Denmark had been appointed Sole Arbitrator in the matter.

43. On 18 November 2015, the Appellant confirmed its preference that the Sole Arbitrator render his decision based on the written submissions only, without a hearing. On 20 November 2015, the Respondent also agreed that no hearing was necessary.

44. On 20 November 2015, the Respondent, contrary to its letter dated 3 November 2015, filed an answer in accordance with Article R55 of the Code

45. On 26 November 2015, the Appellant objected to the admissibility of the Respondent's answer and requested the Sole Arbitrator to disregard it pursuant to Article R56 of the Code.

46. On 7 December 2015, the Parties were informed that the Sole Arbitrator, inconsideration of the parties' statements, admitted the Respondent's answer into the file. Furthermore, the Appellant was invited to inform the Sole Arbitrator whether the evidentiary request made in its appeal brief was still relevant to the case.

47. On 8 December 2015, the Appellant reiterated its request for production of certain documents as detailed in its appeal brief *"to the extent that the Sole Arbitrator finds these relevant for the decision-making process"*.

48. On 5 January 2016, the Sole Arbitrator invited the Respondent to produce *"tangible evidence (e.g. invoices, costs of training centers, budgets, etc.) proving the actual costs incurred by the Respondent in relation to the Player's training"*.

49. On 11 January 2016, the Respondent answered, *inter alia*, as follows: *"The Appellant who is seeking production of certain documents (…) cannot demonstrate that such documents are likely to exist and to be relevant, mainly because it is not a legal requirement to keep in possession those kind of documents for more than two years according to the Law on Accounting and Auditing of the Federation of Bosnia and Herzegovina (…). Considering previously mentioned, at the fact that the Player was registered with the FK Olimpic on 5 August 2009, such documents that are requested by the Appellant are no longer in custody of the Respondent"*.

50. On 12 January 2016, the Appellant responded to the Respondent's objection to the discovery request on the principal basis that the argument forwarded by the Respondent regarding the status of limitation in Bosnia and Herzegovina is undocumented and that the requested documents are very relevant to the case.

51. As the Sole Arbitrator does not find it sufficiently documented that such documents were actually in the possession of the Respondent, the Appellant's request is in essence moot.

52. On 29 January 2016, the Parties were informed that the Sole Arbitrator deemed himself sufficiently well informed to decide the case based solely on the Parties' written submissions and, accordingly, had decided not to hold a hearing in the case pursuant to Article R57 the CAS.

53. On 22 and 23 February 2016, the Appellant and Respondent, respectively, signed and returned the Order of Procedure to the CAS Court Office. By signing the Order of Procedure, the Parties confirmed their agreement that the Sole Arbitrator could decide the matter based solely on the Parties' written submissions. Furthermore, they confirmed by their signatures that their right to be heard had been respected.

IV. JURISDICTION

54. Article R47 of the Code states as follows:

> *An appeal against the decision of a federation, association or sports-related body may be filed with the 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 the said sports-related body.*

55. With respect to the FIFA Decision, the jurisdiction of the CAS derives from Article 67 of the FIFA Statutes. In addition, neither the Appellant nor the Respondent objected to the

jurisdiction of the CAS, and both Parties confirmed the CAS jurisdiction when signing the Order of Procedure.

V. ADMISSIBILITY

56. 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.

57. The FIFA Decision with its grounds was notified to the Appellant on 31 August 2015, and the Appellant's Statement of Appeal was lodged on 18 September 2015, *i.e.* within the statutory time limit set forth by the FIFA Statutes, which is not disputed. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Articles R48 and R51 of the Code.

58. It follows that the CAS has jurisdiction to decide on the appeal of the FIFA Decision and that the appeal of the FIFA Decision is admissible.

VI. APPLICABLE LAW

59. Article 66 par. 2 of the FIFA Statutes states as follows: *"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".*

60. Article R58 of the CAS Code states as follows:

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.

61. The Sole Arbitrator notes that the Appellant, in addition to the application of the various regulations of FIFA and, additionally, Swiss law, requests that the Sole Arbitrator decide the case in equity.

62. The Sole Arbitrator finds that the rules and regulations of FIFA must apply primarily and that Swiss Law must apply subsidiarily and notes that the Parties have not agreed that the Sole Arbitrator should decide the case in equity.

63. Since the Player was registered with the Appellant on 20 February 2013, the Sole Arbitrator agrees with the FIFA DRC that the 2012 edition of the Regulations is applicable to the present matter.

VII. SUBMISSIONS OF THE PARTIES

64. The following outline of the Parties' requests for relief and positions is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions and evidence filed by the Parties with the CAS, even if there is no specific reference to those submissions or evidence in the following summary.

A. The Appellant:

65. In its Appeal Brief, the Appellant requested the following relief:

Primarily – ruling de novo

1. *To establish that, based on the documentation issued by FFBH on 14 February 2013 and relied upon by the Appellant when it asked EFA to confirm the ITC request in TMS, on 20 February 2013, the Appellant had no reason to pay training compensation to the Respondent for Player and therefore, the Appellant could not be obliged to do so now, based on player passports that were rectified at inappropriate times.*
2. *To annul the entire decision passed on 21 January 2015 by the FIFA Dispute Resolution Chamber, including, but not limited to, the decision on the costs of the previous proceedings.*

Alternatively, only if the above under item no. 1 is rejected

3. *To significantly reduce the amount of training compensation adjudicated by the FIFA Dispute Resolution Chamber, being grossly disproportionate, and to issue a new decision, replacing the decision passed on 21 January 2015 by the FIFA Dispute Resolutions Chamber, ordering the Appellant to pay not more than EUR 1,275.*
4. *To annul the decision passed on 21 January 2015 by the FIFA Dispute Resolution Chamber on the costs of the previous proceedings or, alternatively, to amend it accordingly.*

More alternatively, only if the above under items no. 1 and 2 is rejected

5. *To modify point 2 of the operative part of the decision passed on 21 January 2015 by the FIFA Dispute Resolution Chamber as follows:"Nõmme JK Kalju has to pay FK Olimpic Sarajevo, within 30 days as from the date f notification of the CAS award, the amount of EUR 70,000".*
6. *To annul the decision passed on 21 January 2015 by the FIFA Dispute Resolution Chamber on the costs of the previous proceedings, or, alternatively, to amend it accordingly.*

In any event

7. *To order the Respondent to bear all the costs incurred with the present procedure.*
8. *To order the respondent to pay the Appellant a contribution towards its legal and other costs, in an amount to be determined at the discretion of the Sole Arbitrator.*

66. In support of its requests for relief, the Appellant submitted as follows:

a) In accordance with article 20 of the Regulations, in combination with article 1 paragraph 1 and article 2 of Annexe 4 of the Regulations, training compensation is payable, as a general rule, for training incurred between the ages of 12 and 21 when the player concerned is registered for the first time as a professional or when a professional is transferred between two clubs of two different associations before the end of the season of the player's 23rd birthday.

b) Furthermore, according to article 3 paragraph 1 of Annexe 4 of the Regulations, in the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.

c) In this respect, the FIFA Commentary on the Regulations, which is relevant for the interpretation and understanding of the Regulations, provides, *inter alia*, as follows:

For every subsequent transfer of the professional player until the end of the season of the player's 23rd birthday, only the last club for which the player was registered is entitled to training compensation for the period that the player was effectively registered for this club.

The player passport will play a fundamental role in establishing the entitlement of the clubs to training compensation.

d) Article 5 paragraph 1 of the Regulations further stipulates that both professional and amateur players must be registered with an association to play for a club and that it is the responsibility of an association to register the player.

e) Finally, in accordance with article 7 of the Regulations, an association has to provide its affiliated club registering a player with a player's passport indicating the complete player's football career as from the season of his 12th birthday.

f) The Appellant, via its national association, i.e. the EFA, requested from the FFBH the player's passport for the Player together with confirmation that the Player's contractual relationship with his former club had been terminated.

g) Following its request, the Appellant received from the FFBH, via the EFA, *inter alia*, the First player's passport, according to which the Player had been registered with the club Famos as from 10 August 2012 *"as a non-amateur"*, and it was further confirmed by e-mail from the FFBH that *"the player is free as of 16.01.2013"*.

h) The Appellant obviously complied with article 3 paragraph 1 of Annexe 4 of the Regulations by asking the responsible associations in order to know the Player's career history, and the Appellant has thus acted in good faith by exercising the required diligence.

i) Relying in good faith on the information received, the Appellant asked the EFA to proceed with the registration of the Player as a professional and to confirm the ITC request in the TMS, fully aware that it would have to pay training compensation for the Player only to the last club with which the Player was registered as a professional.

j) Had the Appellant known that the Player had been registered as an amateur with the club Famos, *quod non*, it would never have asked the EFA to confirm the ITC request in the TMS, since it would then have known that it would have to pay training compensation to the Respondent in such case, which would not have been acceptable due to the financial situation of the Appellant.

k) According to well-established jurisprudence from FIFA, the associations are the pertinent contact in order to receive correct information about a player's career and, the Appellant could therefore rely in good faith on the information from the FFBH that the Player was registered with the club Famos as a professional.

l) It is unacceptable if a club which relies on the information received from the associations should subsequently be obligated to pay training compensation to the previous clubs.

m) At the time when the First player's passport was rectified, on 20 February 2013 and on 17 March 2014, the Appellant had no chance to cancel the registration of the Player with it as a professional.

n) Furthermore, the rectifications were only later explained by the FFBH as a mistake when entering data into the system, which is not an acceptable explanation.

o) Since, *inter alia*, the Second and Third player's passports were never signed and stamped, they therefore have to be rejected, and the First player's passport is the authoritative one.

p) Based on the First player's passport and the Release Certificate, both issued by the FFBH on 14 February 2013, the Appellant had no legal reason to pay training compensation to the Respondent. From the application of article 3 paragraph 1 of Annexe 4 of the Regulations, it becomes obvious that the club Famos was the "former club" of the Player within the meaning of definition number 2 of the Regulations, and this leads to the only conclusion that the Respondent is not entitled to training compensation from the Appellant given the FFBH's confirmation of 14 February 2013 that the Player was registered as a professional with the former club.

q) Consequently, the Appellant could not be obliged to pay training compensation to the Respondent based on documents rectified by the FFBH at a later stage after the confirmation of the ITC request in the TMS without informing the Appellant at the appropriate time.

r) In this connection, the doctrines of *venire contra factum proprium* and *estoppel by representation of fact* allow anyone prejudiced by relying on the original assertion to claim relief.

s) Based on these circumstances, the Respondent's claim for training compensation should fail.

t) Whether or not the Player was correctly registered as a professional with the club Famos, what really matters in this case is that the Appellant was entitled to rely in good faith on the confirmation from the FFBH of 14 February 2013 as to the Player's professional status with the club Famos when it asked the EFA to proceed with the registration of the Player as a professional and to confirm the ITC request in the TMS, which EFA did on 20 February 2013.

u) Furthermore, it must be stressed that article 5 of the Regulations requires the registration to reflect the true status of the player's passport for the player in question, and thus states clearly that the registration should adhere to the criteria set out in article 2 of the Regulations. The assumption of the Regulations is that a player will indeed be registered in a manner that complies with the criteria contained in article 2. Therefore, the Appellant was entitled to rely in good faith on the confirmation received from the FFBH.

v) In case the Sole Arbitrator rejects the above-mentioned requests for relief, the amount of training compensation payable according to the Decision is grossly disproportionate.

w) In accordance with article 5 of Annexe 4 of the Regulations, as a general rule, when calculating the amount of training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.

x) It further follows that in the case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the number of years of training with the former club.

y) However, the FIFA DRC has the discretion to adjust this amount if it is clearly disproportionate to the case under review.

z) According to the FIFA Commentary on the Regulations, "disproportionate" means that the amount is clearly either too low or too high with respect to the effective training costs incurred in the specific case. The club alleging the disproportion in the amount of training compensation is required to submit all necessary evidence substantiating the demand of review.

aa) According to CAS jurisprudence, it is clear that the indicative amounts, as mentioned in the respective FIFA letters, are general average amounts supposed to facilitate the handling of transfer cases by making specific calculations unnecessary. However, it is possible to object to an amount of training compensation calculated on that basis and prove that such compensation is disproportionate, which must be done on the basis of concrete evidentiary documents.

bb) As documented before the CAS, the training costs incurred by the Appellant for a player of the respective age were in the order of EUR 425 (EUR 174,375: 410 players) in 2013 and in the order of EUR 495 (EUR 302,239: 610 players) in 2014.

cc) Furthermore, under the rules of equity, and in addition to these figures, the Sole Arbitrator should consider the circumstance that the Player participated in only 13 official matches for the Respondent's team and that the contractual relationship between the two was prematurely terminated by mutual consent.

dd) Such lack of contribution and interest in the Player's services on the part of the Respondent should be duly considered to attenuate the amount of training compensation for the Player to a proportional level.

ee) Furthermore, the Sole Arbitrator should reject the claim for training compensation since it is unrelated to the actual costs of the training.

ff) Based on the above, the Sole Arbitrator should significantly reduce the amount of training compensation payable to the Respondent adjudicated in the Decision, as the amount is evidently and grossly disproportionate, in order for the training compensation to correspond to the actual costs of the training of the Player if he had been trained by the Appellant at the time.

gg) More alternatively, the amount of training compensation as adjudicated in the Decision has been miscalculated.

hh) According to the termination agreement between the Respondent and the Player and to the statement of the Player, the Player only joined the Respondent in March 2010, not on 5 August 2009, and he left the Respondent on 27 June 2012, not on 24 July 2012, when entering into the termination agreement.

ii) Consequently, the Player was only registered with the Respondent as a professional for about two years and four months.

jj) Since the Decision did not take this period into consideration, the amount of training compensation should be reduced to EUR 70,000 (i.e. EUR 10,000 for the 2009/2010 season + EUR 30,000 for the 2010/2011 season + EUR 30,000 for the 2011/2012 season).

B. The Respondent

67. In its Answer, the Respondent requested the Sole Arbitrator *"to reject the Statement of Appeal as unfounded, to validate the FIFA DRC Decision of January 21, 2015 and that the Appellant is obliged to pay the fees of the appeal proceeding to the Respondent"*.

68. In support of its requests for relief, the Respondent submitted as follows:

a) Special attention must be drawn to the fact that the Appellant, before the CAS, states numerous unfounded claims without ever providing any relevant evidence in favour thereof, especially regarding the alleged non-amateur status of the Player during his time with the club Famos.

b) The said club was, and still is, an amateur club always competing in the amateur football competitions in Bosnia and Herzegovina, which, *inter alia*, is why the Player was unquestionable an amateur during this time with the club Famos.

c) This status of the Player during his time with the club Famos is officially confirmed by the FFBH as the only relevant association with jurisdiction to confirm the status of the local football competitions, and the statement of the Player is therefore not correct.

d) The player's passport submitted by the Appellant, according to which the Player had been registered with the club Famos as from 10 August 2012 "as a non-amateur" (the First player's passport) is not a valid one issued by the competent authority and does not bear the signature and the stamp of the FFBH.

e) The only valid player's passport is the one later issued by the FFBH documenting the unquestionable status of the Player as an amateur during his time with the club Famos.

f) The appeal of the Decision is completely unfounded, and the Decision is based on solid facts and evidence in its entirety.

VIII. MERITS

69. Initially, the Sole Arbitrator notes that it is undisputed that on 21 December 2012, the Player and the Appellant signed the Scholarship Agreement, valid as from 1 February 2013 until 5 November 2017.

70. It is further undisputed that on 20 February 2013, and following the Player's release from his contractual relationship with the club Famos, the Player was registered with the Appellant under the EFA as a professional.

71. Moreover, during these proceedings, it now appears undisputed that the Player under the Scholarship Agreement with the Appellant must be considered as a professional player in relation to article 2 of the Regulations, just as it is now undisputed that the Appellant belonged to the UEFA Category III in relation to possible training compensation at the time of the registration of the Player with the Appellant.

72. However, following the claim from the Respondent for payment of training compensation for the training and education of the Player during his time with the Respondent, the Parties

disagree over whether or not the Appellant, in accordance with the Regulations, is obliged to pay training compensation to the Respondent and, in the affirmative, over the size of the amount to be paid.

73. The Sole Arbitrator notes in that connection, for the sake of completeness, that, according to the information available, no claim has been filed against the Appellant on payment of training compensation to the club Famos in connection with the Player's transfer from said club to the Appellant.

74. Thus, the main issues to be resolved by the Sole Arbitrator are:

a) Is the Appellant, as a result of the registration of the Player with the Appellant, obliged to pay training compensation to the Respondent for the training and education of the Player during his time with the Respondent?

b) In the event that a) is answered in the affirmative, what amount of training compensation must the Appellant pay to the Respondent?

a. Is the Appellant, as a result of the registration of the Player with the Appellant, obliged to pay training compensation to the Respondent for the training and education of the Player during his time with the Respondent?

75. Article 20 of the Regulations provides, *inter alia*, that *"Training compensation shall be paid to the player's training club(s): (1) when a player signs his first contract as a professional and (2) each time a professional is transferred until the end of the season of the 23rd birthday"*, just as article 2 paragraph 1 of Annexe 4 of the Regulations provides, *inter alia*, that *"Training compensation is due when: i. a player is registered for the time as a professional; or ii. A professional is transferred between clubs of two different associations (whether during or at the end of his contract) before the end of his season of his 23rd birthday"*.

76. Furthermore, according to article 3 paragraph 1 of Annexe 4 of the Regulations; *"For every subsequent transfer of a professional player until the end of the season of his 23rd birthday, only the last club for which the player was registered is entitled to training compensation for the period that the player was effectively registered for this club"*.

77. The Sole Arbitrator further notes that according to article 2 paragraph 2 of the Regulations *"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 amateurs"*.

78. Furthermore, according to article 3, paragraph 2 *"If a player re-registers as a professional within 30 months of being reinstated as an amateur his new club shall pay training compensation in accordance with artide 20"*.

79. According to the Commentary on the Regulations, this last provision safeguards the work done by the training clubs at an earlier stage in the event that a player should revert to professionalism after having changed his status from professional to amateur at an earlier stage in his career.

80. It is undisputed between the Parties that the Player was registered as a professional during his time with the Respondent. Similarly, as already mentioned above, during these proceedings, it is now assumed to be undisputed that the Player under the Scholarship Agreement with the Appellant must be considered as a professional player in relation to article 2 of the Regulations.

81. Furthermore, it is undisputed that the Player was transferred between clubs of two different associations when he registered with the Appellant (see article 2 paragraph 1 of Annexe 4 of the Regulations).

82. To determine whether the above-mentioned conditions for ordering the Appellant to pay training compensation to the Respondent have been fulfilled or not, it is therefore crucial whether the Player's transfer to the Appellant was a subsequent transfer of a professional player, in which case the Appellant could risk, at the most, to be obliged to pay training compensation to the club Famos, or whether it was instead a transfer of an amateur player who, within 30 months of being reinstated as an amateur, re-registers as a professional, in which case the provision of article 3 paragraph 2 of the Regulations is applicable.

83. Based on the information and evidence gathered during the proceedings, including not least the information on the Player registered in the TMS, the Sole Arbitrator finds there is not sufficient ground for assuming that the Player held the professional player status during his time with the club Famos.

84. In this connection, the Sole Arbitrator attaches importance to, *inter alia*, the content of the latest player's passport submitted by the FFBH as the Sole Arbitrator finds that the Appellant has failed, also in its submission of a written statement from the Player, to discharge the burden of proof to establish that the Player, contrary to the Player's registered amateur status, actually held professional status during his time with the club Famos.

85. The Sole Arbitrator refers in this connection to the general legal principle of burden of proof, according to which any party claiming a right on the basis of an alleged fact must discharge the burden of proof, proving that the alleged fact is as claimed.

86. The Sole Arbitrator further notes that this is in line with Article 8 of the Swiss Civil Code ("Swiss CC"), which stipulates as follows: *"Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact"*.

87. As a result, the Sole Arbitrator reaffirms 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"* (cf. CAS 2003/A/506, para. 54; CAS 2009/A/1810 & 1811, para. 46 and CAS 2009/A/1975, para. 71ff).

88. Based on the above, the Sole Arbitrator confirms that the burden of proving to the satisfaction of the Sole Arbitrator that the Player, during his time with the club Famos, held the status as a professional player lies with the Appellant, which burden the Appellant has failed to discharge adequately.

89. Given these circumstances, the Sole Arbitrator concludes that the conditions for ordering the Appellant to pay training compensation to the Respondent as a result of the Player's transfer from the club Famos to the Appellant have, prima facie, been fulfilled because the Player, in that connection, was re-registered as a professional within 30 months of being reinstated as an amateur (see article 3 paragraph 2 of the Regulations) and the other conditions for payment of training compensation as stipulated in the Regulations must likewise be deemed to have been fulfilled.

90. However, the Sole Arbitrator notes that the Appellant submits that it exercised the required diligence when asking the responsible associations in order to know the Player's career history and has thus acted in good faith with regard to the registration of the Player without being obliged to pay training compensation to the Respondent.

91. In this connection, the Appellant gives importance to, *inter alia*, the content of the First player's passport received on 14 February 2013 via the EFA together with a Release Certificate, according to which the Player was registered as a professional with the club Famos and was free to register with the Appellant. Furthermore, the Appellant received confirmation from the club Famos that this club would not raise any financial claim against the Appellant as a result of the Player's transfer to the Appellant.

92. The Appellant further submits in this context that it was only after the time of the registration of the Player with the Appellant that the latter received the rectified player's passports, from which it appears that the Player was registered as an amateur during this time and that the Appellant would never have registered the Player if the club had known of this earlier amateur registration in advance since the financial situation of the club is insufficient to pay such a large amount of training compensation as the Respondent is now claiming.

93. Furthermore, the Appellant stresses that the associations are the pertinent contacts in order to receive correct information about a player's career, and the Appellant should therefore be able to rely in good faith on the information received that the Player was registered with the club Famos as a professional.

94. Based on the foregoing, the Appellant finds it unacceptable if it is subsequently obligated to pay training compensation to the Respondent.

95. The Sole Arbitrator notes initially that it can be assumed that the Appellant, in connection with the Player's transfer to the club, made various investigations concerning the Player's career history, and that the Appellant, via the EFA, was provided with the signed and stamped First

player's passport, according to which the Player had been registered with the club Famos from 10 August 2012 *"as a non-amateur"*.

96. The Sole Arbitrator further notes that the club Famos expressly confirmed to the Appellant that the club would not raise any claim for payment of training compensation and, moreover, the Appellant was informed that the Player *"was free to transfer"*.

97. Furthermore, the Player, when signing the Scholarship Agreement, confirmed that *"he is a free agent player and no Training compensation or transfer fee shall be paid by [the Appellant] to a player's training or prior club"*.

98. Based on the information and evidence gathered during the proceedings, however, it can be concluded (see above) that the content of the First player's passport was not correct in regard to the status of the Player during his time with the club Famos, which information was consequently rectified on 20 February 2013 when the FFBH uploaded the Second player's passport, according to which the Player had been registered with the club Famos as from 10 August 2012 as an *"amateur"*.

99. Overall, the primary purpose of the rules regulating training compensation is to ensure that clubs investing in the training and education of a young player are entitled to a financial reward for the sporting education in case the player becomes a professional player to the benefit of his future professional clubs.

100. With regard to the Player, it is undisputed that the Respondent made such an investment in the training and education of the Player, and it should also be taken into account that the Respondent had no influence on the Player's transfer to the Appellant nor on the information the Appellant received in that connection. Thus, the Respondent was not at fault in this case.

101. It is further noted that the fundamental role in establishing the entitlement of the clubs to training compensation that is played by the player's passport (see articles 5 and 7 of the Regulations) naturally assume, as a general rule, that the information contained in the player's passports is correct and adequate to ensure that the different stakeholders from the football community are able to rely in good faith on such information. However, it cannot be entirely ruled out that isolated errors or inaccuracies may occur, in which case they should be rectified as soon as possible after detection.

102. Given these circumstances, the Sole Arbitrator understands and recognises, prima facie, that the Appellant argues that it has acted in good faith and also understands and recognises that the Appellant finds it unacceptable if any altered information in the Player's passport, disclosed at a later point in time, would impose on the Appellant an obligation to pay training compensation to the Respondent, especially since the Appellant believes to have exercised the required diligence and, moreover, argues that it would not have completed the registration of the Player if it had known the correct status of the Player.

103. It is important to emphasise, however, that it is not the rectification of the Player's status in the player's passports issued after the First player's passport that imposes a payment obligation on the Appellant pursuant to the Regulations, as this payment obligation, pursuant to the Regulations, is a consequence of the investment already made by the Respondent and the fact that the Player de facto re-registered as a professional when he was registered with the Appellant under the EFA (see paras 75-78 above).

104 It is further noted that the First player's passport had apparently been stamped and signed not by the FFBH, but by *"Fudbalski Saves Kantona Sarajevo Komisija Za Registraciju Igraca"* (freely translated as: "Football Association of Sarajevo – Commission for Registration of Football Players"), and likewise the Release Certificate provided to the Appellant had apparently been issued by the Football Federation of Sarajevo Canton.

105. The Sole Arbitrator further notes that the Appellant, at the time of the conclusion of the Scholarship Agreement with the Player, had not received the First player's passport containing the incorrect information about the Player's status, but, at that time, had only received a declaration from the Player in which he personally confirmed that he was a free agent and that no training compensation would be payable to his former clubs.

106. The Appellant's signing of the Scholarship Agreement was therefore not based on the incorrect information contained in the First player's passport, and, in addition, the Sole Arbitrator finds that the Appellant has neither produced sufficient evidence to establish nor adequately proven on a balance of probabilities that the Appellant would under no circumstances have completed the registration of the Player if the Appellant had possessed the correct information prior to the time of registration.

107. Furthermore, the Sole Arbitrator notes that the Appellant as a professional club, even if it must be assumed that the Appellant was aware of the Player's career history with the Respondent, apparently only requested and received information about any claims for training compensation from the club Famos, whereas no evidence is seen to have been produced to prove that questions were asked at some point concerning any claims from the Respondent, notwithstanding that the Player's time with the Respondent clearly appeared from all player's passports.

108. Finally, the Sole Arbitrator notes that the Player actually completed his transfer to the Appellant in compliance with the other provisions of the Scholarship Agreement, the effect of which was that the Appellant was able to make use of the Player's services as assumed and, in that fashion, benefit directly from the training and education the Respondent had helped provide to the Player.

109. The Sole Arbitrator therefore finds that the Appellant, in the situation at hand, is the party who should rightfully bear the risk that the information on the basis of which the Appellant – apparently – completed the registration of the Player was not correct and adequate.

110. Given these circumstances, the Sole Arbitrator finds, in the situation at hand, that there are no sufficient grounds for derogating from the rules on payment of training compensation as set out in the Regulations, for which reason the Sole Arbitrator concurs with the FIFA DRC that the Appellant is obliged to pay training compensation to the Respondent in accordance with article 20 of the Regulations.

b. In the event that a) is answered in the affirmative, what amount of training compensation must the Appellant pay to the Respondent?

111. Having established that the Appellant is obliged to pay training compensation to the Respondent in accordance with article 20 of the Regulations, the Sole Arbitrator will now determine the exact amount due, taking into account the fact that the Appellant has *requested that the Sole Arbitrator reduce the amount of training compensation adjudicated by the FIFA Dispute Resolution Chamber, being grossly disproportionate,* and taking into account the Appellant's allegation that the Player was registered with the Respondent for a shorter period than the period on which the FIFA DRC based its calculation of the amount.

112. Article 5 of Annexe 4 of the Regulations states as follows:

1. As a general rule, to calculate the training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.

2. Accordingly, the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the season of the Player's 12th birthday to the season of his 21st birthday. In case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the numbers of years of training with the former club.

3. ….

4. The Dispute Resolution Chamber may review disputes concerning the amount of training compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

113. Further, article 4 of Annexe 4 of the Regulations states as follows:

In order to calculate the compensation due for training and education costs, associations are instructed to divide their clubs into a minimum four categories in accordance with the club's financial investments in training players. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average "player factor", which is the ratio of players who need to be trained to produce one professional player.

114. Initially, the Sole Arbitrator notes that the Appellant submits that the amount of training compensation in the Decision has been miscalculated for the very reason that the FIFA DRC applied an incorrect period in calculating this amount.

115. In that connection, the Appellant refers to the termination agreement between the Respondent and the Player and to the statement of the Player, according to both of which the Player signed his professional contract with the Respondent in early March 2009, which contract was terminated on 27 June 2012 when the termination agreement was signed.

116. However, according to an official certificate of 3 June 2014 issued by the FFBH and the rectified player's passports, the Player was registered with the Respondent from 5 August 2009 until 24 July 2012, which is the period on which the FIFA DRC has based its calculation of training compensation.

117. Based on the foregoing, and in view of the fact that the Sole Arbitrator points out as a matter of form that the circumstance that the Player allegedly signed a contract with the Respondent in March 2010 does not automatically imply that he cannot have been registered with the Respondent from an earlier date, the Sole Arbitrator finds that there are no sufficient grounds for deviating from the information provided in the player's passport for the Player.

118. Accordingly, the Sole Arbitrator concurs with the FIFA DRC that training compensation must be calculated for a period corresponding to three years.

119. As far as the calculation itself is concerned, and as already mentioned under para 71 above, the Sole Arbitrator now finds it undisputed that the Appellant belonged to the UEFA Category III at the time when the Player was registered with the Appellant.

120. Likewise, the Sole Arbitrator notes that neither Party has disputed that the indicative amount of the training costs of an UEFA Category III club is EUR 30,000 per year.

121. However, the Sole Arbitrator notes that article 5 paragraph 4 of Annex 4 of the Regulations allows for the amount, as calculated pursuant to the applicable provisions of the Regulations, to be reduced in case *"it is clearly disproportionate to the case under review"* and that the Appellant has requested that, in case training compensation is rewarded to the Respondent, the respective amount be reduced as being *grossly disproportionate*.

122. In assessing whether there are grounds for such reduction in the case under review, the Sole Arbitrator recalls that the indicative amounts, as mentioned in the respective FIFA Circular Letters, are general average amounts supposed to facilitate the handling of transfer cases by making specific calculations unnecessary, thereby simplifying and speeding up the compensation and transfer process. However, as mentioned above, there is a possibility to object to the amount and to prove that such compensation is disproportionate. This must be done on the basis of concrete evidentiary documents, such as invoices, costs of training centres, budget, etc. In case such evidence cannot be brought forward and in case the lack of proportionality cannot be proven, the general indicative amounts apply (CAS 2013/A/3082).

123. In support of its allegation that the amount of training compensation, decided by the FIFA DRC in the Decision, EUR 90,000, is *clearly disproportionate*, the Appellant has presented the

club's financial reports for 2013 and 2014 as well as its bank statement for the period between 1 January 2013 and 1 January 2014.

124. According to the calculation presented by the Appellant, the training costs incurred by the Appellant for a player of the respective age were in the order of EUR 425 (i.e. EUR 174,375: 410 players) in 2013 and in the order of EUR 495 (i.e. EUR 302,239 : 610 players) in 2014.

125. Given these circumstances, the Appellant argues that an annual indicative amount of EUR 30,000 is clearly disproportionate and that this amount should therefore be reduced significantly.

126. The Sole Arbitrator recalls, as already established above, that a party requesting the reduction of an amount of training compensation must bring forward specific evidence in order to corroborate its allegations that the compensation calculated on the basis of the indicative amount is clearly disproportionate (CAS 2013/A/3082).

127. Against the background of the evidence produced by the Appellant, the Sole Arbitrator finds that there are no sufficient grounds for concluding that the compensation calculated on the basis of the indicative amount is clearly disproportionate, and the Sole Arbitrator consequently finds no grounds for deviating from the indicative amount of EUR 30,000 per year.

128. The Sole Arbitrator notes in this connection, *inter alia*, that the Appellant, in its calculation, is seen not to have taken into account "the player factor", which, in accordance with article 4 of Annexe 4 of the Regulations, is the *"ratio of players who need to be trained to produce one professional player"*.

129. Therefore, even if the Sole Arbitrator is able to take into account the financial data presented in his assessment of the proportionality between the indicative amount and the actual costs incurred, then a direct comparison of, for instance, the costs specified per player in 2014 (EUR 495) will not present a fair view since it cannot be assumed that all the 610 players are going to develop into professional players.

130. The Sole Arbitrator does not have sufficient grounds for assessing whether it may properly be assumed that the Appellant is capable of developing 1, 5, 20 or 50 players of one year into professional players, and consequently, for this very reason, the Sole Arbitrator is not in a position to conclude that the indicative amount of EUR 30,000 is clearly disproportionate.

131. Nor has the Appellant produced sufficient evidence to prove that the amount is clearly either too low or too high with respect to the effective training costs incurred in the specific case.

132. The Sole Arbitrator further notes, for the sake of completeness, that it is of no relevance to the calculation of the amount of training compensation whether the Player only played a limited number of matches during his time with the Respondent or that the agreement concluded between the Respondent and the Player was prematurely terminated by mutual consent, as submitted by the Appellant.

133. Given these circumstances, the Sole Arbitrator finds there are no grounds for reducing the amount of training compensation adjudicated by the FIFA DRC in the FIFA Decision.

IX. CONCLUSION

134. Based on the foregoing and after taking into consideration all evidence produced and all arguments made, the Sole Arbitrator finds that there are no grounds for reducing the amount payable as training compensation to the Respondent.

135. The Appeal filed against the FIFA Decision is therefore dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed on 18 September 2015 by Nõmme JK Kalju against FK Olimpic Sarajevo against the decision rendered by the FIFA Dispute Resolution Chamber on 21 January 2015 is dismissed.

2. The decision issued by the FIFA Dispute Resolution Chamber on 21 January 2015 is confirmed.

3. (…).

4. (…).

5. All further and other requests for relief are dismissed.