



**Arbitration CAS 2017/A/5090 Olympique des Alpes SA v. Genoa Cricket & Football Club, award of 14 March 2018**

Panel: Mr Manfred Nan (The Netherlands), President; Mr Daniele Moro (Switzerland); The Hon. Michael Beloff QC (United Kingdom)

*Football*

*Compensation for training*

*Exclusion of newly presented evidence*

*Principle of entitlement to training compensation of clubs having registered a player on a loan basis*

*Completion of a player's training period*

1. The *de novo* analysis is an essential characteristic of the appeal proceedings before CAS. Consequently, the standard of review should not be undermined by an overly restrictive interpretation of art. R57 para. 3 of the CAS Code. A panel's discretion to exclude evidence should be exercised with caution, for instance, in situations where a party acted in bad faith or may have engaged in abusive procedural behaviour, or in any other circumstances where a panel might, in its discretion, consider it either unfair or inappropriate to admit new evidence.
2. The loan of a player from one club to another does not interrupt the continuing training period of said player. Subject to the fulfilment of all the relevant regulatory conditions of the FIFA Regulations on the Status and Transfer of Players (FIFA RSTP), if Club 1 loans out a player to Club 2 and it then definitively transfers him to Club 3, Club 1 should be paid a compensation for training by Club 3, but only for the time that it provided training to the player itself. For the effective period of time of training with Club 2, it is Club 2 that has the right to be compensated in terms of being paid a training compensation by Club 3.
3. According to art. 1 para. 1 of Annex 4 to the FIFA RSTP, training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. A case by case analysis of a player's profile shall be made in order to assess whether he already completed his training period or not. Such analysis is not only based on the player's number of appearances in the A team of his club, bearing in mind the level of said A team and of the domestic league it competes in, but also on his performances at other competitions he participated to, if any, his value, based on his remuneration and previous transfer(s)/loan(s) fees, if any, his public notoriety, etc.

## I. INTRODUCTION

1. This is an appeal brought by Olympique des Alpes SA (the “Appellant” or “Sion”) against the decision of the Single Judge of the Sub-Committee of the FIFA Dispute Resolution Chamber (the “FIFA DRC Single Judge”) dated 7 February 2017 (the “Appealed Decision”), in which decision Sion is ordered to pay training compensation to Genoa Cricket & Football Club (the “Respondent” or “Genoa”) in the amount of EUR 55,000 plus 5% interest.

## II. PARTIES

2. Sion is a football club with its registered office in Martigny-Croix, Switzerland. Sion is registered with the Swiss Football Association (the “SFA”), which in turn is affiliated to the *Fédération Internationale de Football Association* (“FIFA”).
3. Genoa is a football club with its registered office in Genoa, Italy. Genoa is registered with the Italian Football Federation (the “FIGC”), which in turn is also affiliated to FIFA.

## III. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the parties’ written and oral submissions and the evidence examined in the course of the present appeal arbitration proceedings and the hearing. This background is made for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion in the Section on MERITS.

### A. Background Facts

5. According to the international player passports issued by the FIGC, the Russian Football Union (“RFU”) and the SFA respectively, M. (the “Player”), a Senegalese football player born in 1993, was registered with the following clubs, as follows:
  - Maccabi Tel Aviv: as an amateur as from 7 July 2011 for the 2011/2012 sporting season;
  - Maccabi Tel Aviv: as a professional for the 2012/2013 sporting season (exact dates unknown);
  - FC Krasnodar: as a professional as from 31 August 2012 until 10 July 2013;
  - Genoa: as a professional on loan as from 6 August 2013 until 22 July 2014;
  - FC Krasnodar: as a professional as from 29 July 2014 until 1 September 2014;
  - Sion: as a professional as from 5 September 2014.

6. On 31 August 2017, the Player was transferred from Sion to the French club SC Amiens (“Amiens”).

**B. Proceedings before the Dispute Resolution Chamber of FIFA**

7. On 21 September 2016, Genoa lodged a claim against Sion via FIFA’s Transfer Matching System (“TMS”) with FIFA, claiming training compensation in an amount of EUR 57,205, plus interest accruing as of 2 October 2014, arising from the transfer of the Player from FC Krasnodar to Sion.
8. In spite of having been invited to do so, Sion did not respond to Genoa’s claim.
9. On 7 February 2017, the Appealed Decision was rendered, with, *inter alia*, the following operative part:
  - “1. The claim of [Genoa] is partially accepted.
  2. [Sion] has to pay to [Genoa], **within 30 days** as from the date of notification of this decision, the amount of EUR 55,000 plus 5% interest p.a. on said amount as of 3 October 2014 until the date of effective payment”.
10. On 20 March 2017, the grounds of the Appealed Decision were communicated to the parties by fax. It contained, *inter alia*, the following propositions:

- “[A]s established in art. 20 of the Regulations as well as in art. 1 par. 1 of Annexe 4 in combination with art. 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 a player is registered for the first time as a professional before the end of the season of the player’s 23<sup>rd</sup> birthday or when a professional is transferred between clubs of two different associations before the end of the season of the player’s 23<sup>rd</sup> birthday. In case the latter occurs, art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations sets forth that training compensation will only be owed to the player’s former club for the time he was effectively trained by that club.
- Furthermore, the Single Judge referred to art. 10 par. 1 of the Regulations, which stipulates that professionals may be loaned to another club on the basis of a written agreement between the professional and the clubs concerned. Moreover, the last sentence of said article stipulates that any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and solidarity mechanism.
- With due consideration to the above, the Single Judge stressed that one of the aims of the last sentence of art. 10 par. 1 of the Regulations is to ensure that training clubs which register a player on a loan basis also benefit from the solidarity mechanism and training compensation, provided that the relevant prerequisites in the pertinent provisions of the Regulations are fulfilled. This approach is also in line with the DRC’s well-established jurisprudence that all clubs which have in actual fact contributed to the training and education of a player as from the age of 12 are, in principle, entitled to training compensation for the timeframe that the player was effectively trained by them.

- *In other words, the Single Judge emphasized that the nature of the player's registration with a club claiming training compensation, i.e. on a definite or on a temporary basis, is in fact irrelevant with respect to the question as to whether such club would be entitled to receive training compensation for the period of time that the player was effectively trained by that club.*
- *In this respect and for the sake of good order, the Single Judge deemed it essential to emphasise that, as to the liability to pay training compensation, the analogy established in art. 10 par. 1 of the Regulations could not be extended to the case in which a player is loaned to a club and thus is not being definitively transferred to the latter club. In other words, the transfer of a player from the club of origin to the club that accepts the player on loan, as well as the return of the player from the club that accepted him on loan to the club of origin, do not constitute a subsequent transfer in the sense of art. 3 par. 1 sent. 3 of Annexe 4 of the Regulations. The Single Judge was eager to point out that it could not have been the intention of the legislator of the relevant provision (i.e. art. 10 par. 1 of the Regulations) to trigger the consequences of art. 3 par. 1 of Annexe 4 of the Regulations on the occasion of a transfer on a loan basis and, thus, potentially deprive the loan of its essential flexibility and, in connection with the training and education of players, its purpose of providing young players with the opportunity to gain practical experience in another club in order to develop in a positive way, personally and, eventually, also for the benefit of the player's new club.*
- *Following the above, the Single Judge pointed out that the obligation to pay training compensation thus arises in case a player is definitively transferred from one club to another club belonging to a different association, but not when he is temporarily transferred to another club while still being contractually bound to his club of origin (yet, with the effects of the relevant contract being temporarily suspended), such as a loan. Hence, the relevant entitlement can only be claimed towards a new club that acquires the services of a player on a definitive and permanent basis subject to the fulfilment of the prerequisites established in art. 20 and Annexe 4 of the Regulations.*
- *What is more, and while recalling that art. 3 of Annexe 4 of the Regulations stipulates that "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", the Single Judge pointed out that, within the framework of loans and for the purposes of the rules governing training compensation, the period of time that the player was registered with the Claimant on loan and the period of time that the player was registered with FC Krasnodar, should be considered as one entire timeframe. Any other interpretation would lead to the situation in which clubs accepting a player on loan would never be entitled to receive training compensation, even if they contribute to the training and education of players.*
- *On account of all the above-mentioned considerations, the Single Judge decided that [Sion] is liable to pay training compensation to [Genoa] in accordance with art. 20 and Annexe 4 of the Regulations".*

#### IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

11. On 10 April 2017, Sion lodged a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (2017 edition) (the "CAS Code"). In this submission, Sion nominated Mr Daniele Moro, Attorney-at-Law in Luzern, Switzerland, as arbitrator.

12. On 20 April 2017, Sion filed its Appeal Brief in accordance with Article R51 of the CAS Code. This document contained a statement of the facts and legal arguments. In its Appeal Brief, Sion requested three documents to be produced:

- “1. Transfer agreement between Maccabi Tel Aviv and FC Krasnodar to be requested from one of these two clubs;*
- 2. Employment contract between the Player and FC Krasnodar to be requested from FC Krasnodar;*
- 3. Loan agreement between FC Krasnodar and Genoa CFC to be requested from the Respondent”.*

13. In its Appeal Brief, Sion challenged the Appealed Decision, submitting the following requests for relief:

- “1. To cancel the decision of the Single Judge of the sub-committee of the Dispute Resolution Chamber dated 7 February 2017.*
- 2. To find that FC Sion has no debt towards Genoa CFC in relation to the training compensation of M.*
- 3. To condemn Genoa CFC to bear all costs and expenses in relation to the proceedings”.*

14. On 10 May 2017, following a disagreement between the parties as to the appropriate language of the arbitration, the Deputy President of the Appeals Arbitration Division rendered an Order on language, ruling that English was to be the language of the present arbitral proceedings, in accordance with Article R29 of the CAS Code.

15. On 17 May 2017, Genoa proposed that the proceedings be adjudicated by a sole arbitrator for the sake of time-efficiency, procedural economy and reduction of arbitration costs.

16. On 23 May 2017, following a confirmation from Sion that it insisted that the dispute would be submitted to a panel composed of three arbitrators, the CAS Court Office informed the parties that the arbitrators nominated by the parties would be informed thereof in due course.

17. On 7 June 2017, due to the unavailability of the arbitrator initially nominated by Genoa, it nominated The Hon. Michael Beloff QC, Barrister in London, United Kingdom, as arbitrator.

18. On 21 June 2017, in accordance with Article R54 of the CAS Code and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the parties that the arbitral tribunal appointed to decide the present matter was constituted by:

- Mr Manfred Nan, Attorney-at-Law in Arnhem, the Netherlands, as President;
- Mr Daniele Moro, Attorney-at-Law in Luzern, Switzerland, and
- The Hon. Michael Beloff QC, Barrister in London, United Kingdom, as arbitrators.

19. On 11 July 2017, Genoa filed its Answer in accordance with Article R55 of the CAS Code. In this submission, Genoa objected to the admissibility of several documents submitted by Sion with its Appeal Brief on the basis of Article R57 para. 3 of the CAS Code.
20. Genoa's Answer contained a statement of facts and legal arguments, and submitted the following requests for relief:
  - a. REJECTING the Appellant's requests in their entirety;*
  - b. CONFIRMING the FIFA Decision;*
  - c. ORDERING the Appellant to bear all procedural costs incurred with this proceeding;*
  - d. ORDERING the Appellant to cover the Respondent's legal costs related to these proceedings, in the amount that will be deemed adequate".*
21. On 14 July 2017, Genoa informed the CAS Court Office of its preference that the award be rendered on the basis of the parties' written submissions.
22. On 21 July 2017, Sion informed the CAS Court Office of its preference to hold a hearing, or "at least that the parties could exercise their right to lodge a reply or a rejoinder in writing".
23. On 3 August 2017, the CAS Court Office, on behalf of the Panel, invited Sion to respond to Genoa's objection to the admissibility of certain exhibits. Furthermore, as to Sion's request for certain documents to be produced, Sion was invited to provide evidence that it made unsuccessful efforts to obtain the requested documents from third parties and explain on what legal basis Sion considered the Panel to have authority to do so. Finally, Sion's request to have the loan agreement between FC Krasnodar and Genoa produced by Genoa was considered moot as it had already been submitted together with Genoa's Answer.
24. On 10 August 2017, further to the Panel's invitation, Sion clarified its position regarding the application of Article R57 para. 3 of the CAS Code and the Panel's authority to request documents from third parties.
25. On 6 September 2017, FIFA renounced its right to request its possible intervention in the present arbitration pursuant to Article R41.3 of the CAS Code. Furthermore, upon the request of the President of the Panel, and pursuant to Article R57 of the CAS Code, FIFA provided the CAS Court Office with a copy of its file related to the present matter.
26. On 29 September 2017, the CAS Court Office, on behalf of the Panel, requested FIFA to provide it with the following documents/information, to the extent available to FIFA (notably through FIFA TMS):

- *“copy of the transfer agreement signed between Maccabi Tel Aviv and FC Krasnodar in 2012 for the transfer of the [Player] and copy of the employment contract signed between [the Player] and FC Krasnodar;*
  - *any evidence that FIFA’s letters dated 29 November 2016 and 31 January 2017 issued in the context of the proceedings Ref. nr. TMS 903/mpi were uploaded into FIFA TMS and would have been received by [Sion]”.*
27. On 10 November 2017, Genoa returned a duly signed copy of the Order of Procedure to the CAS Court Office.
  28. On 13 November 2017, FIFA provided the CAS Court Office with the requested documents and information, but requested that such documents be provided to the Panel only (and thus not to the parties) for the purpose of this particular arbitration.
  29. On 15 November 2017, Sion returned a duly signed copy of the Order of Procedure to the CAS Court Office and objected to FIFA’s request to keep the documents provided confidential, whereas Genoa indicated that it would accept any decision of the Panel in relation to the confidentiality of such documentation.
  30. On 20 November 2017, the CAS Court Office informed the parties that they would be provided with an opportunity to examine the documents at the outset of the hearing, but that they should not keep any copies thereof.
  31. On 21 November 2017, a hearing was held in Lausanne, Switzerland. At the outset of the hearing, both parties confirmed not to have any objection as to the constitution and composition of the Panel.
  32. In addition to the Panel and Mr José Luis Andrade, CAS Counsel to the CAS, the following persons attended the hearing:
    - a) For Sion: Mr Marco Degennaro, General Manager, and Mr Olivier Droz-dit-Busset, Counsel;
    - b) For Genoa: Mr Paolo Lombardi, Counsel.
  33. The Panel heard evidence from Mr Marco Degennaro. Mr Degennaro was invited by the President of the Panel to tell the truth subject to the sanctions of perjury under Swiss law. The parties and the Panel had the opportunity to examine and cross-examine Mr Degennaro. The parties then had ample opportunity to present their case, submit their arguments and answer the questions posed by the members of the Panel.
  34. Further to a request of Sion to hear the Player as a witness by telephone, during the hearing, the Panel tried unsuccessfully to contact him.

35. Before the hearing was concluded, both parties expressly stated that they did not have any objection with the procedure adopted by the Panel and that their right to be heard had been fully respected.
36. The Panel confirms that it carefully heard and took into account in its decision all of the submissions, evidence, and arguments presented by the parties, even if they have not been specifically summarised or referred to in the present arbitral award.

## V. SUBMISSIONS OF THE PARTIES

37. Sion's submissions, in essence, may be summarised as follows:
  - Sion argues that no training compensation is due to Genoa, as the Player had already completed his training when he joined Sion: more specifically Sion asserts that the Player completed his training already at the end of the 2011/2012 sporting season, when he was playing for Maccabi Tel Aviv. This argument was supported by the following propositions:
    - During the 2011/2012 sporting season, the Player has been fielded in more than 75% of the matches played in Maccabi Tel Aviv's "A" team, including a significant contribution in the UEFA Europa League.
    - In August 2012, the Player was transferred to FC Krasnodar in exchange for an estimated transfer fee of EUR 2,000,000, and earning an estimated monthly salary of EUR 80,000.
    - From the beginning of 2012, the Player played for his national "A" team and participated in the 2012 Summer Olympic Games.
  - Furthermore, Sion maintains that in accordance with Articles 3 para. 1 of Annex 4 of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP") and Article 10 of the FIFA RSTP, (i) in case of subsequent transfers, training compensation will only be payable to the former club and (ii) loans are subject to the same rules as permanent transfers, including the provisions on training compensation. As the Player was transferred from FC Krasnodar to Sion, Sion has no payment obligation towards Genoa. Genoa should ask payment of training compensation from FC Krasnodar rather than from Sion. Sion challenges the jurisprudence which has held that, for the purposes of training compensation, the period of time during which the player was registered with the former club shall include any periods during which the player was on loan to another team, both periods of time being considered as one entire timeframe.
38. Genoa's submissions, in essence, may be summarised as follows:
  - Genoa argues that Sion had not proved that "*the Player actually terminated his training period by leaving Genoa*". This argument was supported by the following propositions:



- During the sporting season 2011/2012 at Maccabi Tel Aviv, the Player only played 4 full matches out of 30. In the majority of the matches he was a substitute, playing even less than 45 minutes. In the UEFA Europa League, the Player was fielded for 90 minutes only in 5 out of 12 matches.
  - The alleged transfer amount Krasnodar paid to acquire the services of the Player “*may only be an indication of extraordinary generosity of Krasnodar, good work of the involved intermediaries and potential of the Player seen by Krasnodar*”, but the Player “*was hardly a regular for Krasnodar*”.
  - The Player was not transferred to Genoa on a permanent basis and spent most of his time on the bench.
  - The Player was transferred to Sion for the amount of EUR 350,000, which confirms that the Player’s market value dropped from EUR 2,000,000 to EUR 350,000 in two years, at 22 years of age only, indicating “*that the Player’s skills were significantly overestimated or misjudged by Krasnodar*”.
  - The Player’s matches with the national team during the period between 2012-2015 were limited to friendly matches only and he is not in the current national squad.
- In consequence, Genoa maintains that, in accordance with the training compensation system prescribed in the FIFA RSTP, and confirmed by well-established jurisprudence of FIFA and CAS, Sion is obliged to pay training compensation to Genoa as determined in the Appealed Decision. Indeed, Genoa argues that, although Article 3 para. 1 of Annexe 4 of the FIFA RSTP provides that, in case of subsequent transfers, training compensation will only be owed to the former club, the jurisprudence of FIFA and the CAS confirm that, for the purposes of training compensation, the period during which the player is registered with the former club includes any spells on loan of the player to other clubs; *i.e.* that the loan of a player to another club does not interrupt the continuing training period.

## VI. JURISDICTION

39. Article R47 of the CAS Code reads as follows:

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

40. The jurisdiction of CAS, which is not disputed, derives from Article 58 para. 1 of the FIFA Statutes (edition 2016) as it determines 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 CAS within 21 days of notification of the decision in question” and Article R47 of the CAS Code. Furthermore, the

uncontested jurisdiction of CAS is confirmed by the Order of Procedure duly signed by the parties.

41. It follows that CAS has jurisdiction to decide on the present dispute.

## VII. ADMISSIBILITY

42. The appeal was filed within the deadline of 21 days set by Article 58 para. 1 FIFA Statutes. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fees.
43. It follows that the appeal is admissible.

## VIII. APPLICABLE LAW

44. Article R58 of the CAS Code reads 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, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*

45. Genoa submits that *“the present dispute shall be resolved primarily according to the 2014 edition of the FIFA Regulations on the Status and Transfer of Players (...) and, additionally, to Swiss law”*. Sion did not make any submissions in respect of the applicable law.

46. The Panel observes that Article 57 para. 2 of the FIFA Statutes stipulates the following:

*“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”.*

47. The Panel is satisfied that it should primarily apply the various regulations of FIFA, more specifically the FIFA RSTP (edition 2014), and, subsidiarily, Swiss law should the need arise to fill a possible gap in the various regulations of FIFA.

## IX. PRELIMINARY ISSUE

48. Genoa argues that Sion relies on new arguments, *“including the unexpected argument of the early end of the training period”* and new evidence in the present procedure that was not part of the proceedings before FIFA, *“due to the fact they are submitted against the principle of good faith”* since Sion failed to take part in the FIFA proceedings. Genoa requests such new arguments and evidence to be dismissed on the basis of Article R57 para. 3 of the CAS Code and argues that CAS cannot

go beyond the scope of the previous litigation. At the hearing before CAS, Genoa however conceded that Sion's behaviour was not the product of bad faith, but of negligence only.

49. Sion maintains that Genoa's request to exclude all such evidence and arguments submitted by Sion should be dismissed, arguing that (i) it was not aware of the FIFA proceedings and that Genoa only informed Sion of its claim after the Appealed Decision was rendered, (ii) it has not acted in bad faith or adopted an abusive or unacceptable conduct, and that (iii) Article R57 para. 3 of the CAS Code does not in any event contemplate the exclusion of legal arguments.
50. The Panel observes that the "new" evidence whose admissibility (except for the loan agreement between FC Krasnodar and Genoa, which was provided by Genoa itself) is disputed by Genoa comprises a witness statement of the Player filed by Sion, the transfer agreement between Sion and FC Krasnodar filed by Sion, print screens from Transfermarkt and FIFA.com filed by Sion, the transfer agreement between Maccabi Tel Aviv and FC Krasnodar provided by FIFA and the employment contract between the Player and FC Krasnodar provided by FIFA.
51. Article R57 para. 3 of the CAS Code provides as follows – as relevant:

*"The Panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered".*

52. First of all, the Panel observes that Article R57 para. 3 of the CAS Code indeed refers to evidence, not arguments. Moreover Article R57 para. 3 of the CAS Code simply provides that CAS panels have the *"discretion to exclude evidence presented by the parties if"*. Therefore, there is no limitation at all to the scope of a CAS panel's review with respect to legal arguments and submissions. The Panel therefore admits Sion's arguments and submissions, adding that Sion's argument that the Player had already ended his training period is not to be qualified as an unexpected argument in matters involving a claim for training compensation and itself falls within the boundaries of the requests for relief of the dispute before the FIFA DRC Single Judge.
53. Secondly, as to the request to exclude newly presented evidence, the Panel notes that before the amendment of Article R57 of the CAS Code in March 2013, CAS jurisprudence was clear regarding its interpretation :

*"[T]here is a long line of CAS awards, even going back many years, which have relied on article R57 of the CAS Code to firmly establish that the CAS appeals arbitration allows a full de novo hearing of a case, with all due process guarantees, which can cure any procedural defects or violations of the right to be heard occurred during a federation's (or other sports body's) internal procedure. Indeed, CAS appeals arbitration proceedings allow the parties ample latitude not only to present written submissions with new evidence, but also to have an oral hearing during which witnesses are examined and cross-examined, evidence is provided and comprehensive pleadings can be made" (CAS 2009/A/1880 & 1881, para. 18 of the abstract published on the CAS website).*

54. The question before the Panel in the context of the present appeal is whether the amendment of Article R57 para. 3 of the CAS Code in March 2013 had any influence, and if so what, on this long and consistent line of CAS jurisprudence determining that CAS panels have the power to review an appeal on a *de novo* basis.
55. The Panel finds that this basis of *de novo* review is still, in essence, the foundation of the CAS appeals system and the standard of review should not be undermined by an overly restrictive interpretation of Article R57 para. 3 of the CAS Code. This has also been the view in CAS jurisprudence (CAS 2014/A/3486, as mentioned in CAS Bulletin 2015/1, p. 67).
56. As such, the Panel also considers that the discretion to exclude evidence should be exercised with caution, for example, in situations where a party acted in bad faith or may have engaged in abusive procedural behaviour, or in any other circumstances where the Panel might, in its discretion, consider it either unfair or inappropriate to admit new evidence (See MAVROMATI/REEB, *The Code of the Court of Arbitration for Sport – Commentary, cases and material*, page 520, para. 46).
57. The Panel observes that Sion failed to present any response to Genoa’s claim filed in FIFA TMS and that the FIFA DRC Single Judge therefore deemed that Sion renounced its right to defence. Addressing this matter Mr Degennaro explained at the hearing that at the relevant point in time he was one of the two FIFA TMS managers in charge at Sion of checking FIFA TMS nearly every day. However, he stated that he did not notice Genoa’s training compensation claim because he did not always check the “Claim” tab in the FIFA TMS. He pointed out that the system lacks a pop-up to draw attention to a possible claim. Furthermore, he stated that Genoa did not contact Sion directly about its claim before or during the FIFA proceedings, but only after the Appealed Decision was rendered, by sending Sion an invoice on the last day of the time limit and that Sion immediately asked for the grounds of the Appealed Decision. Mr Degennaro submitted that Genoa’s claim and the Appealed Decision came as a surprise to him as Sion was and is of the opinion that no training compensation is due to Genoa and that he would have replied to that effect to Genoa and FIFA as soon as he had become acquainted with the claim. In addition, Mr Degennaro stated that Sion, together with some other clubs, recently requested FIFA to adjust FIFA TMS to avoid these kind of problems in the future, a statement confirmed by Genoa.
58. The Panel observes that FIFA provided the Panel with screenshots of the relevant claim sections in FIFA TMS related to Genoa’s claim for training compensation, evidencing that – among other things – all relevant documents, including FIFA’s request to Sion to respond to Genoa’s claim were uploaded into FIFA TMS and were made available to Sion since 29 November 2016.
59. Be this as it may, no evidence was provided by Genoa that Sion acted in bad faith or engaged in any abusive procedural behaviour. On the contrary, Genoa explicitly accepted that it classified Sion’s behaviour as negligent, not deliberate. The Panel finds that Sion did not act with the diligence required, as it should have discovered Genoa’s claim by checking FIFA TMS not only regularly but also thoroughly, and by failing to do so violated Article 2 para .1 of Annexe 6 to

the FIFA RSTP which obliges clubs to “*check the “Claims” tab in TMS at regular intervals of at least every three days and pay particular attention to any petitions or requests for statements*”. Pursuant to Article 2 para. 2 of Annexe 6 to the FIFA RSTP, such omission could lead to “*any procedural disadvantages*” in the FIFA proceedings and even to sanctions pursuant to Article 9 para. 4 FIFA RSTP, but not necessarily to the exclusion of evidence in appeals proceedings at CAS pursuant to Article R57 para. 3 of the CAS Code. Negligence is not the same as bad faith.

60. The Panel finds that – by admitting Sion’s legal arguments and this new evidence to the file – it does not go beyond the claims submitted to it within the meaning of Article 190(2)(c) of Switzerland’s Private International Law Act or beyond the scope of the previous litigation as argued by Genoa.
61. As such, the Panel sees no reason not to admit the legal arguments and the newly submitted evidence to the case file.

## X. MERITS

### A. The main issues

62. The main issues to be resolved by the Panel are:
  - i. Is Genoa entitled to training compensation from Sion considering that Article 3 para. 1 of Annexe 4 of the FIFA RSTP provides that, in the case of subsequent transfers of the player, training compensation will only be owed to his “former club”?
  - ii. Did the Player complete his training prior to joining Genoa or during his tenure with Genoa?
- i. Is Genoa entitled to training compensation from Sion considering that Article 3 para. 1 of Annexe 4 of the FIFA RSTP provides that, in the case of subsequent transfers of the player, training compensation will only be owed to his “former club”?***
63. On the one hand Sion maintains that Genoa should ask payment of training compensation from Krasnodar instead of Sion, arguing that “*since a transfer agreement has been concluded between [Krasnodar] and [Sion] and since a transfer sum has been established, it just makes absolutely no sense that borrower clubs could individually pretend to training compensation towards the new club. The latter has indeed no means of discovering the agreements between lender and borrower clubs*”.
64. In this regard, Sion refers to Article 10 para. 1 of the FIFA RSTP which provides that “*any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and the solidarity contribution*”. On this basis, Sion submits that the loan of the Player triggered the entitlement of Genoa to training compensation and as a consequence broke the “chain”. According to Sion, the loan period with Genoa is to be treated as a transfer of the Player and therefore, as Article 3 para. 1 of Annexe 4 of the FIFA RSTP provides that, in the

case of subsequent transfers of the player, training compensation will only be owed to his “former club”, Genoa is only entitled to claim training compensation from Krasnodar.

65. On the other hand, Genoa refers to FIFA and CAS case law, submitting that Sion is obliged to pay Genoa training compensation. Genoa maintains that although it is not the former club of the Player “*stricto sensu, the period of time the Player spent with Krasnodar (on a permanent basis) and Genoa (on a temporary basis) shall be deemed as one time framework (...). In other words, for the purposes of the training compensation, the period when the Player stays with a club on a permanent basis is considered by FIFA and CAS as one entire period. This includes any possible loans within this period. However, once the player is transferred permanently, the new club shall compensate all clubs that made their input in the training of the player within that period*”.
66. The relevant provisions regarding training compensation are set out in the FIFA RSTP and determine, *inter alia*, the following:

**Article 20 FIFA RSTP** (“*Training compensation*”)

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

**Annex 4 to the FIFA RSTP** (“*Training compensation*”)

**Article 1** (“*Objective*”)

*“1. A player’s training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the season in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.*

*2. The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract”.*

**Article 2** (“*Payment of training compensation*”)

*1. Training compensation is due when:*

- i. a player is registered for the first 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 the season of his 23rd birthday.*

2. *Training compensation is not due if:*

*i. the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or*

*ii. the player is transferred to a category 4 club; or*

*iii. a professional reacquires amateur status on being transferred.*

**Article 3** (“Responsibility to pay training compensation”)

*1. On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the season of his 12<sup>th</sup> birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the first time he was effectively trained by that club.*

*2. In both of the above cases, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association”.*

67. It is common ground between the parties that the Player was on loan to Genoa during the 2013/2014 sporting season, which is the season of his 21<sup>st</sup> birthday, and that the subsequent transfer of the Player from Krasnodar to Sion occurred in the sporting season of his 22<sup>nd</sup> birthday. As such, in the Panel's view the entire period of time the Player was registered with Genoa should be taken into account in accordance with Article 2 para. 1 of the FIFA RSTP.
68. The Panel next addresses Article 3 para. 1 of Annex 4 to the FIFA RSTP which provides that for any subsequent transfer, training compensation will only be owed to the “former” club of the Player for the time he has effectively been trained by that club. In this respect, the Panel fully concurs with the following reasoning set out by another CAS panel in CAS 2015/A/4335:

*“Article 3 para. 1 of Annexe 4 to the RSTP states that for any subsequent transfer training compensation will only be owed to the “former club” of the Player for the time that he has effectively been trained by that club. The key term here is “effectively”. This term was introduced because the framers of the FIFA RSTP wanted to compensate training clubs for services rendered, and thus, provide them with the incentive to continue training players. It follows that clubs cannot and should not be compensated for training that has taken place elsewhere. It is thus, evident that this provision exclusively refers to the segment of time (a) during which the Player was contractually bound to the “former club”, and (b) which is immediately preceding the segment of time for which he is registered with the new club (See CAS 2007/A/1320 – 1321; para. 46 et seq.).*

*When a club (club 1) transfers a professional player to a new club (club 2) on a permanent basis, the period of time preceding this transfer will constitute a specific period of training for the purpose of calculating the training compensation. Club 1 will be entitled to training compensation for this segment of time. If, subsequently, club 2 continues to train the acquired player, and then transfers the player to a third club (club 3) on a permanent basis, club 2 will be entitled to training compensation for the period of time running from the moment the player was transferred from club 1 to it, until the moment when the player was transferred to club 3. In other words, each time the player is definitively transferred to another club, it interrupts the “former club’s” entitlement to training compensation (see CAS 2014/A/3710 and references).*

**It is now well established that the loan of a player to another club does not interrupt the continuing training period of the player.** *Assume for example that, as per the terminology adopted above, Club 1 loans out a player to Club 2. It then sells the player to Club 3. In this case, Club 1 should be compensated only for the time that it provided training to the player itself, and not for the time that the player was being effectively trained by Club 2. For that time, that is time of training with Club 2, it is Club 2 that has the right to be compensated in terms of being paid a training compensation by Club 3. As a consequence, the club, which transferred the player on a loan basis to another club, is entitled to training compensation for the period of time during which it effectively trained the player, however excluding the period of time of the loans to the other club (CAS 2014/A/3710 and reference; CAS 2013/A/3119).*

*In CAS 2013/A/3119, the CAS Panel found that this conclusion (i.e. the club which transferred the player on a loan basis to another club is entitled to training compensation for the entire period of time during which it effectively trained the player, however, excluding the period of time of the loan) “is consistent with the actual rationale of the training compensation system, which is to encourage the recruitment and training of young players. To hold that the loan of a player would interrupt the training period, could, in the opinion of the Panel, deter training clubs from loaning players. It occurs frequently in the world of football that young players are not proficient enough to play for the first team of their club. In order to prepare these players for the first team, or to give these players a chance to train and play in order to try and reach the required level to play for the first team, a solution regularly used is to loan the player concerned to another team in order for the player to gain experience with another club and to prepare him or give him the chance to reach the requisite professional level for playing in the first team of the training club. However, if the making of such loan would entail the consequence that the training club would thereby waive its entitlement to training compensation, the training club might decide not to loan the player to another club merely in order to secure its entitlement to training compensation. In such situation, the player would be deprived from the very training considered to be the most suitable for him. The Panel would regard such a situation as undesirable, and endorses the view of the FIFA DRC insofar it argued that any other interpretation of the FIFA Regulations would potentially deprive young players of the opportunity to gain practical experience in official matches for another club in order to develop his footballing skills in a positive way” (CAS 2015/A/4335, para. 55-58 of the abstract published on the CAS website – emphasis added by the Panel).*

69. Prior to the above-mentioned CAS Award, the issue of whether a loan breaks the chain was also extensively debated in CAS 2014/A/3710 since these proceedings were preceded by two CAS awards that took an inconsistent approach to the issue (CAS 2013/A/3119 and CAS 2012/A/2908). The CAS panel in CAS 2014/A/3710, following an extensive analysis of the matter, of those two CAS awards, the available legal literature, the reasoning behind the relevant provisions in the FIFA RSTP, and the consistent practice of the FIFA DRC, concluded that



*“the loan of the Player from FC Barcelona to Vitesse shall not be considered as a permanent transfer in the sense of the FIFA Regulations and does not disconnect the chain of the training period for the purpose of the calculation of training compensation, provided that the loan period shall be excluded from the period over which training compensation is to be awarded to the training club” (CAS 2014/A/3710, para. 83-96 of the abstract published on the CAS website).*

70. The Panel finds that the two above-mentioned precedents exhaustively deal with the issue at hand in an entirely convincing way, and therefore does not deem it necessary to do other than adopt their reasoning thereto.
71. Consequently, the Panel finds that Genoa is – in principle – entitled to receive training compensation from Sion in respect of the Player.

***ii. Did the Player complete his training prior to joining Genoa or during his tenure with Genoa?***

72. According to Article 1 para. 1 of Annex 4 to the FIFA RSTP, “[a] player’s training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the season in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training”.
73. On the one hand Sion maintains that the Player completed his training before reaching the age of 21, as he was a regular and important player in the A-team of Maccabi Tel Aviv and Krasnodar, and taking into account his value in terms of salary and transfer fee and also his inclusion in the national team, referring to CAS jurisprudence (CAS 2008/A/1705 and CAS 2014/A/3553), in which these factors were considered to be relevant. On the other hand Genoa argues that the Player did not complete his training before he was loaned to Genoa, as he was not an established player, but a still young unexperienced player.
74. Sion supports its assertion by referring to three criteria: (i) the sporting aspects, (ii) the financial value of the Player and (iii) the difference between “training” and “development”.
75. Regarding the sporting aspects, Sion argues that the Player not only regularly played in the A-teams of Maccabi Tel Aviv and Krasnodar, which teams are competing in international “*top championships*”, but also played for the A-national team of Senegal and for the Olympic team of Senegal in which he had a dominant role as he was their top goal scorer during the London 2012 Olympic Games, “*ranked 2nd in the top-scorer rankings of the competition, despite his team’s early exit at the quarter-final stage and only 4 games played*”. More specifically, Sion points out that Maccabi Tel Aviv fielded the Player in more than 75% of the matches played by its A-team during the 2011/2012 season and that the Player “*has played approximately 2’000 minutes – the equivalent of 22 entire games – for Maccabi Tel Aviv*”, including games in the highest domestic league (29 out of 36 matches in the season 2011/2012) and in the UEFA Europa League competition (2 goals and 2 decisive passes in 6 games during the qualification round and 270 minutes in 6 games during

the group stage). Further, Sion notes that the Player played the 2013/2014 season with Genoa in the highest Italian league “*Serie A*” and was fielded in 25 games.

76. With regard to the financial value of the Player, Sion maintains that Krasnodar paid EUR 2,000,000 for the transfer of the Player, and paid him a signing fee of EUR 100,000 and a monthly salary of EUR 80,000, or in any event at least more than EUR 60,000 monthly with entitlement to bonuses. Furthermore, Genoa agreed to an option for a definitive transfer in the amount of EUR 1,800,000. Sion claims that these figures show that the Player was an established player and had definitely completed his training before moving to Genoa.
77. Finally, Sion maintains that the Player’s training ended with the transfer from Maccabi Tel Aviv to Krasnodar and that all that happened afterwards is related to the Player’s development and as such not relevant anymore in respect of training compensation.
78. The Panel notes that Genoa did not dispute these figures. However, Genoa argues that the Player had not completed his training before his move to Genoa, because the transfer fee in the amount of EUR 2,000,000 paid by Krasnodar “*may only be an indication of extraordinary generosity of Krasnodar, good work of the involved intermediaries and potential of the Player seen by Krasnodar*”, but at the end of the periods under scrutiny, the Player “*was hardly a regular for Krasnodar and spent most of his time on the bench with Genoa*”, Genoa did not use the option to buy the Player, and the Player’s market value dropped from EUR 2,000,000 to EUR 350,000 in just two years, at the age of 22, when he was transferred to Sion.
79. Genoa argues additionally that during the 2011/2012 sporting season at Maccabi Tel Aviv, the Player only played 4 full national games out of 30, adding that “*in the majority of the games he was a substitute, playing even less than 45 minutes*”. In addition, Genoa purports that the Player was fielded only for 90 minutes in 5 of the 12 games in the UEFA Europa League.
80. With regard to the Player’s inclusion in the national team of Senegal and the Player’s participation at the Olympic Games, Genoa maintains that the Player’s “*games at national team during the period 2012-2015 were limited to friendly matches only*”, and that at the Olympic Games Senegal was represented by its U23 football team, which is to be considered semi-professional only.
81. The Panel finds that the burden of proof to demonstrate that the training of the Player actually ended before the Player’s 21<sup>st</sup> birthday lies with Sion. The Panel finds FIFA circular letter no. 801 to be persuasive for this purpose. This circular letter provides, *inter alia*, as follows:

*“The Committee was asked to determine what triggers the end of a player’s training and/or education. It maintained that it is a question of proof, which is at the burden of the club that is claiming this fact. A player who regularly performs for the club’s “A” team could be considered as having accomplished his training period. This may certainly signal that the formation of a player has been completed but there may be other indications hereto. The decision on this will have to be taken on a case-by-case basis. This principle will also apply to apprentice professionals or players under a scholarship agreement”.*

82. According to certain CAS jurisprudence a player that regularly plays in the “A” team of a club is to be deemed as having completed his training (CAS 2003/O/527, CAS 2006/A/1029). In CAS 2003/O/527, it was stated that:

*“L. signed his first non-amateur contract with the Respondent on 1 October 1996. During season 1996-1997, he played five times with the Respondent’s “A” team. During season 1997-1998, he was engaged more regularly and played 15 times with the “A” team. At that time, he already spent many years with the Respondent’s club and was noticed for his good technical skills and speed. L. can therefore be considered as having completed his training period before the beginning of season 1997-1998, in view of the scale, the characteristics and the level of games the Respondent’s club at that time”.*

83. However, according to other CAS jurisprudence, even though regular performance for a club’s “A” team can signify the end of a player’s training, this does not necessarily constitute the only and decisive factor for the completion of a player’s training. As a matter of fact, a player of a moderate football team could be required to play on a regular basis although his training is not finished, judged by the standards of a better ranked team. Similar differences can exist between one national championship and another, as regards the importance of the regularity of a player’s match appearances.
84. There are in this context further factors that are generally taken into consideration such as the player’s value at a club, reflected in the salary a player is paid, in the loan fee that is achieved for his services or in the value of the player’s transfer, the player’s public notoriety at national and international level, his position at the club if established as a regular or even holding the captaincy, the level of games, his regular inclusion in the national team and so forth (CAS 2006/A/1029, p. 20 *et seq.*; CAS 2008/A/1705, para. 9.4).
85. The Panel subscribes to this more nuanced view, which is also endorsed by another CAS panel in CAS 2014/A/3486: *“The mere fact that a player regularly plays in the “A” team of his club is not decisive, since following such an approach would be inconsistent with the case-by-case analysis contemplated in FIFA circular letter no. 801. In this respect, the number of games played in the “A” team of a club is only one factor (albeit an important one) to be taken into account when assessing whether a player has completed his training period. The Panel finds that, in any event, the level of the relevant league is one of the factors that should also be taken into account, since it is much harder for a player to reach the “A” team of a club in a top league in comparison to reaching the “A” team of a club in a less developed league”.*
86. The Panel observes that although the Player stated that his professional career started with Touré Kunda in Senegal before he joined Maccabi Tel Aviv, the undisputed content of the Player’s playerpassport provided by the RFU, evidences that he was registered for the first time with Maccabi Tel Aviv as an amateur on 7 July 2011, at the age of 18. From the evidence filed by Sion it derives that during the 2011/2012 sporting season, the Player, being an amateur, played 9 out of 12 matches in the UEFA Europa League (including the qualification stage), of which 5 matches in the starting eleven. Although the Player indeed participated in around 75% of the games in the “*Liga Ha’al*”, which is the highest league in Israel, the Player was in the starting eleven only in 10 matches and was fielded as a substitute in 19 matches, out of 37 games.

87. The Panel is of the opinion that, in view of these figures and the fact that the Player still was registered as an amateur, playing his first football season outside Senegal in the “*Liga Ha’al*” (which is not one of the top leagues in Europe), it rejects the conclusion that the Player, at the end of the 2011/2012 sporting season, then still only aged 19, had at that time already completed his training period. The fact that he played two friendly matches with the A-national team (February and May 2012; of which one as a substitute) and apparently one World Cup qualification match (June 2012) as a substitute, does not alter the Panel’s view.
88. According to the Player’s player passport provided by the RFU, on an unknown date at the beginning of the 2012/2013 season, the Player was registered as a professional for the first time at Maccabi Tel Aviv.
89. At the end of July 2012 and the beginning of August 2012, the Player participated in the 2012 London Olympic Games with the Senegalese Olympic team and the Panel has no hesitation in accepting that it was his proficient performance as a goal scoring player during this tournament, ranked second on the list of goal scorers in this tournament, which caught the attention of clubs including Krasnodar, and led to the transfer of the Player from Maccabi Tel Aviv to Krasnodar on 21 August 2012. Indeed, Krasnodar paid a transfer fee to Maccabi Tel Aviv in the considerable amount of EUR 2,000,000 and the Player and Krasnodar signed an employment contract for the duration of three football seasons, entitling the Player to a sign on bonus payment in the amount of EUR 100,000 net, performance bonuses, and a monthly guaranteed salary of EUR 48,334 net for the first season, and EUR 58,334 net as from 1 July 2013.
90. However, and although these figures could arguably constitute some indication that the training period of the Player was by then completed, the Panel is more impressed by the fact that it appears the Player never played any match as a professional with Maccabi Tel Aviv before his transfer to Krasnodar. It further observes that the Player during the 2012/2013 sporting season at Krasnodar only played as a substitute, playing in a range between 1 minute to 32 minutes in each of the 12 matches out of 26 matches, without any indication that this was caused by an injury. To the contrary, Sion referred to the Player’s statement in which he explained that his “*playing time was much less significant as it was in Israel, due to difficulties to adapt in Russia*”. The Panel also finds it relevant that the Player was not included in the Senegal national representative team in the period between 15 November 2012 – 30 May 2014.
91. Consequently, the Panel notes that, although the Player apparently attracted the attention of a club like Genoa, playing in one of the top European leagues, joining Genoa on loan for the 2013/2014 season for a fixed loan fee in the amount of EUR 200,000 with an option to buy the Player for a fixed transfer fee in the amount of EUR 1,800,000 at the end of the 2013/2014 season, the Player did not even complete a full season as first choice for the Krasnodar “A” team, but in fact hardly played at Krasnodar. The Panel therefore has no hesitation in concluding that the Player did not complete his training period before he joined Genoa.
92. The Panel notes that Sion does not dispute that the Player was on loan with Genoa as from 6 August 2013 until 22 July 2014, but refers to the Player’s written statement dated 20 April 2017, in which he states that Genoa “*has never trained me and that I have been directly included into the first*

*team. There, I have played the majority of the games”, suggesting that the Player was never effectively trained by Genoa.*

93. Insofar Sion suggests that a player is by definition not being trained if he forms part of the first team, the Panel must reject such reasoning. The mere fact that a player is part of the first team – either as a substitute or as a regular starter – does not *per se* entail that he is no longer being trained for the purposes of training compensation.
94. Since the Player confirmed that he played the majority of the matches during that season, which implies that he was not injured during that season, and that it is to be presumed that he joined the usual training sessions during that season in the absence of any evidence to the contrary, the Panel finds that the Player was being trained by Genoa. Furthermore, the Panel takes into account that the Player’s statement was signed by him during his employment relationship with Sion and was not available for cross-examination at the hearing, although called by the President of the Panel on his mobile phone number provided by Sion. As such, the Panel finds that the Player was effectively trained by Genoa during the 2013/2014 season and must discount his bare statement to the contrary.
95. The Panel notes additionally that during the 2013/2014 sporting season at Genoa, the Player only played 6 full matches out of 39 matches in the “*Serie A*” and the “*Coppa Italia*”, and Genoa did not use the option for a definitive transfer of the Player.
96. The Panel is aware of the opinion of the CAS Panels in CAS 2006/A/1029 and CAS 2011/A/2682 to the effect that there is a difference between the “training” and the “development” of a player. In this regard, the panel in CAS 2006/A/1029 stated that “[t]he training period is ruled and limited by FIFA with specific regulations and Circular Letters while the development of a player is not. The aim and the spirit of FIFA Regulations is to regulate the training and not the development of the Player. Therefore what needs to be established is the point of termination of the training period and not the extent of the subsequent development of Y. as a professional football player”.
97. Although the Panel is prepared to accept that a distinction can be made between the “training” of a player in the sense of the FIFA RSTP and the “development” of a player in the sense that a football player does not stop learning and might still improve as a football player after the end of his training period, the Panel finds that the Player had not completed his training period before joining Genoa or while playing for Genoa. Therefore any distinction between the training and development of the Player is not relevant to the present appeal.
98. As a result, the Panel concludes that Sion has not demonstrated that the Player had completed his training period during the 2013/2014 season while playing for Genoa on loan, or *a fortiori* before.
99. Noting that Sion does not dispute the calculation of the training compensation as such and the amount of training compensation to be paid as stipulated by the FIFA DRC Single Judge, the Panel finds that Genoa is entitled to receive training compensation from Sion for the training

of the Player in a total amount of EUR 55,000 plus interest, at a rate of 5% *per annum* on said amount as of 3 October 2014 until the date of effective payment.

## **B. Conclusion**

100. Based on the foregoing, and after taking into due consideration all the evidence produced and all arguments made, the Panel finds that:
  - a. Genoa is entitled to receive training compensation from Sion in respect of the Player.
  - b. The Player had not completed his training period during the 2013/2014 season while playing for Genoa on loan, or before.
  - c. Genoa is entitled to receive training compensation from Sion for the training of the Player in a total amount of EUR 55,000, plus 5% interest *per annum* over said amount as from 3 October 2014 until the date of effective payment.
101. Any other and further claims or requests for relief are dismissed.

## **ON THESE GROUNDS**

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

1. The appeal filed on 10 April 2017 by Olympique des Alpes SA against the decision issued on 7 February 2017 by the Single Judge of the Sub-Committee of the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is dismissed.
2. The decision issued on 7 February 2017 by the Single Judge of the Sub-Committee of the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is confirmed.
3. (...).
4. (...).
5. Any other and further motions or prayers for relief are dismissed.