Arbitration CAS 2017/A/5277 FK Sarajevo v. KVC Westerlo, award of 16 April 2018

Panel: Mr Ivaylo Dermendjiev (Bulgaria); President; Mr Frans de Weger (The Netherlands); Mr Manfred Nan (The Netherlands)

Football
Waiver of training compensation
Training compensation objective
Waiver of rights
Mandatory prohibition of waiver of rights following from statutory mandatory provisions
Clear and unequivocal language of waiver
Waiver limited to person entitled to the right
Validity of waiver of training compensation not requiring contractual agreement
Proof of waiver of training compensation

1. **The FIFA training compensation system ensures that training clubs are adequately rewarded for the efforts they invest in training their young players. The objective of training compensation is thus to ensure that training clubs are sufficiently compensated for the costs incurred in training young players in relation to the savings of the new club. This concept is aimed at maintaining the competitive balance between clubs and allows them to continue training and developing players in the knowledge that they will be adequately compensated for their efforts. Training compensation therefore plays an important role in the development of young players and in maintaining the stability and integrity of the sport.**

2. **Under Swiss law, in general rights may be waived voluntarily, unless (i) the waiver is contrary to law, public policy or good morals and further provided that (ii) the person making the waiver has the capacity/authority to do so; (iii) the waiver is made clearly; and (iv) the person has the right s/he is renouncing.**

3. **The Regulations on the Status and Transfer of Players (RSTP) do not expressly foresee the waiver by a training club of its entitlement to training compensation. However, as well-known under Swiss law, waivers of rights are valid unless explicitly prohibited by mandatory provisions. As a waiver of the right of training compensation is not expressly prohibited either by the RSTP or by Swiss law, it must be assumed that it is permissible under those sets of law.**

4. **Under Swiss law as well as the jurisprudence of the FIFA Dispute Resolution Chamber and CAS, the validity of a conventional waiver is subject to a clear and unequivocal declaration by the party concerned, requiring clear language reflecting the party's intention to renounce its rights. Implied waivers would not be recognized. Accordingly, and given that training compensation is a right stipulated in the RSTP, the existence of**

a waiver of this right may only be assumed in case it was unmistakable that the renouncing club had indeed intended to waive its right to training compensation.

5. **As a general rule, only the party entitled to a right, *i.e.* only the club entitled to training compensation can waive this right. Therefore, neither the player nor an agent could be obliged towards a third club waiving the training compensation that pertains to the training club.**

6. **It is well established in Swiss contract law that a waiver of rights does not need to take a particular form, even if requirements of form must be observed when entering into an agreement or complying with a related provision. This is even more so in cases of unilateral waivers that are not made in a contractual context. Furthermore there is no requirement *e.g.* that the waiver of training compensation be recorded in a bilateral agreement between the former and the new club or that the latter subsequently confirms the waiver, be it that the latter at least has to implicitly accept the condition precedent set out in the waiver. Accordingly, whereas ideally, a waiver to training compensation should form part of an agreement between the respective clubs, it is not necessary for the waiver to be contractual in order to be valid. *E.g.*, in cases where no transfer agreement was concluded and no contractual link between the clubs exists, the waiver need not be either outlined in a separate agreement or be subsequently confirmed by the new club. On this basis, a waiver of the right to receive training compensation does not require written consent of the club benefitting from the waiver.**

7. **An allegation that a club has waived its right to obtain training compensation must be supported by conclusive evidence. Other than an agreement between the new and the old club, an existing unilateral written statement from the club that is entitled to receive training compensation would equally qualify as compelling evidence for a waiver.**

I. THE PARTIES

1. Fudbalski Klub Sarajevo (the "Appellant") is a professional football club having its seat in Sarajevo, Bosnia and Herzegovina. The Appellant is affiliated to the Football Federation of Bosnia and Herzegovina ("FFBH"). FFBH is affiliated to the Fédération Internationale de Football Association ("FIFA").

2. KoninklijkeVoetbalClubWesterlo (the "Respondent") is a professional football club having its seat in Westerlo, Belgium. The Respondent is affiliated to the Royal Belgian Football Federation ("RBFF"). RBFF is also a member of FIFA.

3. The Appellant and the Respondent will be collectively referred to as the "Parties".

II. THE FACTS

4. This appeal was filed by the Appellant against the decision rendered by the FIFA Dispute Resolution Chamber (the "DRC") passed on 9 February 2017 (the "Appealed Decision"). The grounds of the Appealed Decision were notified to the Appellant on 21 July 2017.

5. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions, pleadings and evidence it considers necessary to explain its reasoning.

6. The present dispute is related to the right of the Appellant to receive training compensation for the player F. (the "Player"). The Player is a national of Bosnia and Herzegovina, born in May 1995 and, according to the Player's player passport, was registered with FC Sarajevo from 3 April 2010 until 19 January 2015 as a professional player.

7. The contract between the Appellant and the Player expired on 1 January 2015.

8. Between 12 and 15 January 2015, the Player was on trial with the Respondent.

9. On 19 January 2015, the Appellant issued a letter to the Player which reads as follows:

> *"With the authorization of the President of FK Sarajevo, and in the name of FK Sarajevo, general manager of FK Sarajevo hereby*
>
> ***C O N F I R M S***
>
> *the following conditions to be valid for the transfer of the player* [F.] *(Nat: BiH), DOB: [xx].05.1995. to the new football club from FK Sarajevo.*
>
> *With this document FK Sarajevo confirms that:*
>
> *- the new club of the player* [F.] *agrees to pay 10% of the total nett transfer fee, should the player be transferred or loaned from new club to the third (next) club; and*
>
> *- the new club of the player* [F.], *should the player return back to FK Sarajevo, will not request any compensation or transfer fee or any other funds from FK Sarajevo;*
>
> *then FK Sarajevo will not ask for training compensation from the new club.*
>
> *Kindest regards,*
>
> *Dino Selimovic*
>
> *General manager [stamped and signed]".*

10. On 26 January 2015, the Respondent contacted the RBFF and asked confirmation from the RBFF in relation to the question whether training compensation was due for the Player.

11. On 31 January 2015, the Player signed an employment contract as a professional player with the Respondent.

12. On 2 February 2015, the Respondent received a statement from Sport Club Betaclub Sarajevo (the club with which the Player was registered as an amateur from 23 August 2006 until 17 November 2009) declaring that it would not claim training compensation for the Player.

13. On 3 February 2015, the Appellant confirmed to the Player that the contract between the Appellant and the Player expired on 1 January 2015 and that the said parties had no other signed contracts.

14. On 10 February 2015, the Player was registered with the Respondent and remained registered with it until 1 March 2016 when the employment contract was terminated by mutual consent and the Player joined a Slovakian club without a transfer fee being paid to the Respondent.

15. After the termination of the employment contract between the Player and the Respondent, as follows from correspondence exchanged between the Respondent and the Appellant in May-June 2016, the latter sought payment of training compensation from the Respondent in the amount of EUR 279,166.67, which was rejected by the Respondent.

16. On 20 June 2016, the Appellant wrote to the Player advising him that the letter dated 19 January 2015, as mentioned under point 9 above, had no longer any legal effect as from the date of his movement from the Respondent to another club.

III. THE FIFA PROCEEDINGS

17. On 19 July 2016, the Appellant filed a petition with the FIFA DRC requesting to be awarded with training compensation due by the Respondent for the subsequent professional registration of the Player in the amount of EUR 279,166.67, plus 5% interest *per annum* as of 19 February 2015.

18. In its reply to the claim, the Respondent essentially argued that the Appellant waived its right to training compensation and therefore requested the DRC to reject the claim.

19. On 9 February 2017, the DRC issued its decision rejecting the claim of the Appellant.

20. On 21 July 2017, the grounds of the Appealed Decision were notified to the Parties.

21. After having found that it was competent to deal with the matter at stake relating to training compensation between clubs belonging to different associations, the DRC confirmed that, as to the substance, the Regulations on the Status and Transfer of Players ("RSTP"), edition 2014, were applicable to the matter.

22. With regard to one of the crucial issues in dispute, namely the renouncement of the Appellant's right to receive training compensation, the DRC based its decision on the following reasoning:

> *"12. In this context, the DRC referred to the time-frame and, in particular, to the fact that before the registration of the player with the Respondent on 10 February 2015, the latter received the Claimant's confirmation letter, a waiver for training compensation from Betaclub, the previous club of the player (cf. point I.16. above), and a confirmation from the Claimant addressed to the player, to the Respondent's address, regarding the expiry of his employment contract with the Claimant (cf. point I.19. above). In this respect, the Chamber stressed that the Respondent, before registering the player and so as to act in compliance with its duty of care, had requested a confirmation from the previous clubs of the player that no training compensation would be due.*
>
> *13. In particular, the Chamber stressed that the confirmation letter received from the Claimant, which was signed by its General Manager, expressly mentioned that the Claimant waived its right to receive training compensation under two conditions: i) that the Claimant receives 10% of the subsequent transfer fee, if the player is transferred or loaned to a third club, and ii) that if the player returns to the Claimant, no training compensation shall be payable by the latter to the player's former club. Equally, the Chamber underscored that the Claimant itself submitted that the objective of its confirmation letter was to avoid that the player's career is halted in Bosnia and Herzegovina due to the fact that a high amount may be payable as training compensation, which may result in the unwillingness of foreign clubs to sign the player (cf. point I.8. above).*
>
> *14. In addition, the DRC found it important to note that, on 3 February 2015, the Respondent confirmed that it accepted the aforementioned conditions (cf. point I.18. above).*
>
> *15. Equally, the Chamber pointed out that the two conditions stipulated in the confirmation letter could not be met as the player never returned to the Claimant and he was apparently subsequently transferred from the Respondent to a Slovak club free of charge. Notwithstanding the foregoing, the Chamber concluded that the confirmation letter did not foresee the present situation and that, consequently, the non-fulfilment of the above-mentioned conditions does not affect the validity of its content.*
>
> *16. Also, the DRC drew its attention to the fact that, on 20 June 2016, i.e. one year and four months after the registration of the player with the Respondent, the Claimant informed the player that the confirmation letter did no longer have legal effect as a result of his subsequent transfer to a third club (cf. point I.14. above).*
>
> *17. Taking into account the above, the Chamber unanimously came to the conclusion that the Claimant clearly and unmistakably waived its right to receive training compensation for the player.*
>
> *18. What is more, the DRC emphasised that, the Respondent, based on the available documentation at the time when it registered the player, had no reason to pay training compensation. Consequently, the Chamber decided that the Respondent could not be obliged to do so at a later stage.*
>
> *19. In light of the foregoing, the Chamber decided that the claim of the Claimant had to be rejected".*

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 9 August 2017, in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the "CAS Code"), the Appellant filed a statement of appeal with the Court of Arbitration for Sport (the "CAS") challenging the Appealed Decision. Pursuant to Article 50 of the CAS Code, the Appellant requested that the appeal be submitted to a sole arbitrator in order to save unnecessary costs.

24. On 21 August 2017, the Respondent objected to the appointment of a sole arbitrator and requested that a three-member Panel be appointed.

25. On 21 August 2017, the Appellant filed its appeal brief in accordance with Article R51 of the CAS Code.

26. On 25 August 2017, the Appellant agreed to the appointment of a three-member Panel subject to payment by the Respondent of its share of the advance of costs.

27. On 30 August 2017, the Appellant nominated Mr. Frans de Weger as an arbitrator.

28. On 10 September 2017, the Respondent nominated Mr. Manfred Nan as an arbitrator.

29. On 5 October 2017, the Deputy Secretary General, on behalf of the President of the CAS Appeals Arbitration Division and pursuant to Article R54 of the CAS Code, informed the Parties that the Panel to hear this appeal was constituted as follows:

President:	Mr. Ivaylo Dermendjiev, attorney-at-law in Sofia, Bulgaria
Arbitrators:	Mr. Frans de Weger, attorney-at-law, Zeist, The Netherlands
	Mr. Manfred Nan, attorney-at-law, Arnhem, The Netherlands.

30. On 19 October 2017, in accordance with Article R55.3 of the CAS Code and after the deadline for its filing had been fixed after the payment by the Appellant of its share of the advance of costs, the Respondent filed its answer.

31. On 23 November 2017, the Parties signed the Order of Procedure.

32. A hearing was convened and held on 11 January 2018 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 arbitral tribunal.

33. The Panel was assisted at the hearing by Mr. William Sternheimer, CAS Deputy Secretary General. The following persons attended the hearing:

i.	for the Appellant:	Mr. Luca Tettamanti, counsel
		Mr. Dimo Selimovic, witness (via skype)
		Mrs. Sabrina Baljubasic, in-house counsel

ii. for the Respondent: Mr. Leander Monbaliu, counsel

Mr. Wim van Hove, general counsel to the Respondent.

34. The Parties were given the opportunity to present their cases, to make their submissions and arguments, to examine and cross-examine the witness, Mr. Selimovic, and the party representatives and to answer questions posed by the Panel. Upon closing the hearing, the Parties expressly stated that they had no objections in relation to their right to be heard and that they had been treated equally in these arbitration proceedings. The Panel had carefully taken into account all the evidence and the arguments presented by the Parties, both in their written submissions and at the hearing, even if they have not been summarised in the present Award.

V. POSITIONS OF THE PARTIES

35. The following outline of the Parties' positions is illustrative only and does not necessarily encompass every contention put forward by the Parties. The Panel, indeed, has carefully considered, for the purposes of the legal analysis which follows, all the submissions made by the Parties and the evidence produced by them, even if there is no specific reference to those submissions or evidence in the following summary.

A. The Appellant

36. The Appellant's submissions, in essence, may be summarized as follows:

- Regarding the facts, the Appellant avers that the confirmation of 19 January 2015 was provided to the Player as a courtesy to him and in order to facilitate a possible transfer of the Player to a club abroad. The statement itself was drafted in very general wording with the aim of providing the Player with a document that he could show to any club interested in his services. By issuing the statement, the Appellant wanted to prevent a situation where the Player's career was halted in Bosnia and Herzegovina due to foreign clubs not willing to sign with him because of a high amount of training compensation;

- The Appellant argues that a club willing to sign with the Player that has received the statement from the Appellant needs to formally accept the terms of the declaration before the Appellant would effectively waive its right to claim training compensation;

- The Appellant further states that the Parties did not enter into any transfer agreement whereby the Respondent would have agreed to the conditions stipulated in the written statement dated 19 January 2015;

- As regards the value of the written statement, the Appellant holds that it does not constitute a binding agreement between the Parties as it was only signed by the Appellant and thus the document is nothing but a mere declaration from the Appellant

given as a courtesy to the Player and as such it does not constitute a valid training compensation waiver;

- In this regard, the Appellant invokes Article 1 of the Swiss Code of Obligations ("CO"), providing that *"the conclusion of a contract requires a mutual expression of intent by the parties"*, and Article 5(1) CO which reads: *"where an offer is made in the offeree's absence and no time limit for acceptance is set, it remains binding on the offeror until such time as he might expect a reply sent duly and promptly to reach him"*;

- The Appellant relies on legal authority and DRC jurisprudence, according to which the waiver of the right to training compensation could only be assumed if it was unmistakeable that the renouncing club had indeed intended to waive its right;

- The Appellant notes that on several occasions it extended requests to the Respondent for payment of training compensation with respect to the Player which remained to no avail;

- The Appellant submits that, having received no positive reaction from the Respondent, on 20 June 2016, it issued a letter addressed to the Player whereby it confirmed to the Player that the written statement dated 19 January 2015 had no longer any legal value in light of his transfer to the Respondent;

- The Appellant denies to have received before the initiation of the FIFA proceedings the Respondent's letter dated 3 February 2015 produced by the latter with its reply to the claim, whereby it allegedly agreed to the conditions set out in the Appellant's confirmation dated 19 January 2015. In that regard, the Appellant notes that the Respondent failed to demonstrate that it actually sent the letter dated 3 February 2015;

- With reference to particular provisions from the RSTP, the Appellant ultimately maintains that it is entitled to training compensation from the Respondent with respect to the Player in the amount of EUR 279,166.67.

37. In its prayers for relief, the Appellant requests the CAS to issue an award which states as follows:

> *"*
> - *The decision of the FIFA Dispute Resolution Chamber of 9 February 2017 is set aside;*
> - *The Respondent is ordered to pay an amount of EUR 279,166.67 plus 5% interest p.a. as of 12 March 2015 (or any other amount of training compensation as calculated in accordance with the FIFA RSTP) to the Appellant as training compensation in relation to the player* [F.]*;*
> - *The Respondent is ordered to pay all costs of the present arbitration procedure and reimburse the Appellant for all costs advanced;*
> - *The Respondent is ordered to pay a substantial contribution to the legal fees and costs incurred by the Appellant".*

B. The Respondent

38. The Respondent's submissions, in essence, may be summarized as follows:

- The Respondent is of the view that the Appellant validly waived its right to training compensation for the Player given the Appellant's statement dated 19 January 2015 which meets all requirements established by FIFA jurisprudence and the Appellant was therefore bound by it;

- In particular, the Respondent argues that the statement explicitly formulates the intent of the Appellant to renounce to training compensation (be it under some conditions) and that the statement was duly signed by the general manager and contained the stamp and letterhead of the Appellant's club;

- The Respondent further contends that a waiver would be valid even without the acceptance of the new club and regardless of whether it was incorporated in an unilateral document;

- The Respondent alleges that in any way its acceptance was indeed given as the documents on file, the context and the timeline of events clearly show that both parties relied on the document issued by the Appellant on 19 January 2015;

- The Respondent notes that although the document does not specifically refer to KWC Westerlo, all involved parties were well aware that the new club would be the Respondent;

- The Respondent draws attention to the fact that before registering the Player, in good faith, it requested the RBFF to provide clarification regarding the status of the Player specifically with respect to the waiver of payment of training compensation by his former club;

- As regards the Respondent's letter dated 3 February 2015 expressly containing its consent to the Appellant's conditions, the Respondent suggests that it could have been delivered to the Appellant through the entourage of the Player as a lot of the correspondence was exchanged that way. The Respondent admits that it is unable to produce proof when the letter was sent but maintains that the letter is not a standalone fact;

- The Respondent further recalls that the Player's contract was terminated by mutual consent and he was deregistered on 1 March 2016. Thereafter, in mid-2016, after having waited for almost one and a half year and becoming aware that the Player left the Respondent without transfer fee, the Appellant claimed training compensation long after the time limit of 30 days provided in the relevant FIFA regulations;

- The Respondent points out that the Appellant cannot withdraw an offer once it has already been accepted;

- With reference to the *Vertrauensprinzip*, the Respondent suggests that if the Panel were to conclude that it is not sufficiently established by the Respondent that there was an agreement on the terms of the waiver, it should be at least concluded that the Respondent in good faith could rely on the documents available at the time to refuse to pay training compensation or believe that such was not due.

39. In its answer, the Respondent requested the following relief from the CAS:

> *"*
> - *To reject in full the claim initiated by FK Sarajevo and decide that KVC Westerlo is not liable to pay any training compensation in relation to the player* [F.]*; and*
>
> - *To establish that FK Sarajevo is liable to pay all costs relating to this arbitration procedure; OR*
>
> - *at least, in the unlikely event that the Court of Arbitration for Sport would accept the Appeal of FK Sarajevo, reduce the default interest and order FK Sarajevo to contribute in the legal and arbitration costs between the two parties".*

VI. JURISDICTION OF THE CAS

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

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

41. The jurisdiction of the CAS, which is not disputed by either of the Parties and was confirmed by their signatures of the Order of Procedure, derives from Article 58 of the FIFA Statutes (edition 2016, in force as of 26 April 2016). The provisions of the FIFA Statutes that are relevant to that effect in these proceedings are the following:

> *Article 57 "Court of Arbitration for Sport (CAS)":*
>
> *"1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, intermediaries and licensed match agents.*
>
> *2. 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".*

Article 58 "Jurisdiction of CAS":

> *"1. Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question.*
>
> *2. Recourse may only be made to CAS after all other internal channels have been exhausted.*
>
> *3. CAS, however, does not deal with appeals arising from: a) violations of the Laws of the Game; b) suspensions of up to four matches or up to three months (with the exception of doping decisions); c) decisions against which an appeal to an independent and duly constituted arbitration tribunal recognised under the rules of an association or confederation may be made.*
>
> *4. The appeal shall not have a suspensive effect. The appropriate FIFA body or, alternatively, CAS may order the appeal to have a suspensive effect.*
>
> *[…]".*

42. It follows that the CAS has jurisdiction to decide this dispute.

VII. ADMISSIBILITY

43. The grounds of the Appealed Decision were notified to the Parties on 21 July 2017. The statement of appeal was filed on 9 August 2017 and, thus, within the deadline of twenty-one days set in Article 58.1 of the FIFA Statutes. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

44. No further recourse against the Appealed Decision is available within the structure of FIFA. Consequently and in perfect accordance with the aforementioned Article R47 of the Code, the internal legal remedies have been exhausted.

45. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

46. Article R58 of the CAS Code provides 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".*

47. The matter at stake relates to an appeal against a FIFA decision and reference must hence be made to Article 57.2 of the FIFA Statutes which provides that:

"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".

48. The Parties expressly agreed in their respective submissions that, for the resolution of the dispute, the Panel shall apply primarily the RSTP.

49. Therefore, the FIFA rules and regulations shall be applied primarily. Swiss law applies subsidiarily to the merits of the dispute.

50. In the present case, the *"applicable regulations"* for the purposes of Article R58 of the CAS Code are, indisputably, FIFA's regulations (in the edition applicable *ratione temporis* to the facts of the case), which must be primarily applied, because the appeal is directed against a decision issued by FIFA, which was passed applying FIFA's rules and regulations. More precisely, the Panel agrees with the DRC that, in accordance with Article 26(1) and (2) of the RSTP, the regulations concerned are particularly the RSTP, edition 2014, considering that the Player was registered with the Respondent on 10 February 2015.

51. As the present dispute concerns in essence the entitlement to training compensation, the following provisions of the RSTP are of particular relevance:

Article 20 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".

Article 2 of Annexe 4 to RSTP 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.

[…]".

Article 3 of Annexe 4 to RSTP 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 12th 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 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.

[…]".

Article 5 of Annexe 4 to RSTP Calculation of training compensation

"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 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.

3. To ensure that training compensation for very young players is not set at unreasonably high levels, the training costs for players for the seasons between their 12th and 15th birthdays (i.e. four seasons) shall be based on the training and education costs of category 4 clubs.

[…]".

52. Against the above regulatory background, the Panel will now assess the arguments brought forward by the Parties, in order to establish if in the present case the prerequisites for a claim for training compensation are fulfilled.

IX. MERITS OF THE APPEAL

53. The core principle applicable by CAS in appeals proceedings in terms of the scope of review is the *de novo* principle resulting from Article R57 of the CAS Code. According to Article R57 of the CAS Code, the Panel has full power to review the facts and the law of the case. Furthermore, the Panel may issue a new decision which replaces the decision challenged or may annul the decision and refer the case back to the previous instance.

54. The Appellant maintains that it is entitled to training compensation for the Player in accordance with the relevant provisions of the RSTP. Hence, in its appeal brief, the Appellant requests the CAS to set aside the Appealed Decision.

55. In contrast, the Respondent argues that training compensation is not due since the Appellant waived its right to training compensation and therefore the Appealed Decision must be upheld.

56. In principle, the party which pursues a claim 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 that asserts facts to support its rights has the burden of establishing them (see also Article 8 of the Swiss Civil Code, ATF 123 III 60, ATF 130 III 471). The CAS Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence (cf. CAS 2005/A/1003,

paras. 49, 51; CAS 2003/A/506, para. 54; CAS 2008/A/1468, para. 90; CAS 2009/A/1810-1811, para. 46; and CAS 2009/A/1975, para. 71ff).

57. As a result, the Appellant bears the burden of proving that it is entitled to training compensation for the Player and the Respondent bears the burden of proving its allegation that the Appellant waived such right to training compensation for the Player.

58. In light of the above, the Panel will first determine whether the Appellant is in general entitled to training compensation for the Player pursuant to the RSTP and, if so, whether the Appellant waived its right to training compensation for the Player as alleged by the Respondent.

59. Therefore, based on the Parties' submissions and oral arguments, the issues for determination are the following:

a) Is the Appellant in general entitled to receive training compensation?

b) If yes, did the Appellant waive its right to training compensation for the Player?

a) Is the Appellant in general entitled to receive training compensation?

60. As a starting point, the Panel notes that the importance of developing young players is reflected in the RSTP and, in particular, in the regulations concerning the payment of training compensation. Article 20 and Annex 4 RSTP set out the system whereby a player's training club shall be compensated by the player's new club for the entire period the training club effectively trained the player between the ages of 12 and 21 subject to the factual question of whether the player's training has in fact been completed earlier.

61. The FIFA training compensation system ensures that training clubs are adequately rewarded for the efforts they have invested in training their young players. The objective of training compensation is thus to ensure that training clubs are sufficiently compensated for the costs incurred in training their young players in relation to the savings of the new club. This concept is aimed at maintaining the competitive balance between clubs and allows them to continue training and developing players in the knowledge that they will be adequately compensated for their efforts. Training compensation therefore plays an important role in the development of young players and in maintaining the stability and integrity of the sport.

62. In order for the Panel to determine whether the Appellant is in general entitled to training compensation for the Player, the Panel turns to Article 20 of the RSTP, which reads:

"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".

63. Due to the reference made in Article 20 of the RSTP, the Panel also considers Articles 1 and 2 of Annex 4 to the RSTP, which stipulate:

Article 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. […]".

Article 2

"1. Training compensation is due when:

i. (…); 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".

64. It is not in dispute between the Parties that the Player was registered as a professional with the Appellant as from 3 February 2010 until 19 January 2015 before he moved to the Respondent after the expiry of his contract with the Appellant. When signing the professional contract with the Respondent the Player had not yet turned 20 years of age. The Player was less than 21 years old when he was training and playing with the Appellant and less than 23 years old when he was registered as a professional player with the Respondent. The relevant provisions of the RSTP leave no doubt that the new club (the Respondent) with which the Player was registered would be responsible for the training compensation to his former club (the Appellant) for the time he was effectively trained by that club, taking into account that Article 6 of Annex 4 of the RSTP is not applicable as the Player's moving is not from one association to another inside the territory of the EU/EEA.

65. Furthermore, the Respondent does not dispute that the Appellant was in principle entitled to training compensation for the Player or what the exact amount of the compensation would be. It is further not in dispute that the Appellant has received no training compensation for the Player from the Respondent. Rather, the Respondent denies the Appellant's right to claim and receive training compensation for the Player as a result of its waiver of such right.

66. It therefore follows that the Appellant would in principle be entitled to training compensation for the Player after his leaving in the beginning of 2015, unless it is established that the Appellant waived its right.

b) Did the Appellant waive its right to training compensation for the Player?

67. The Respondent argues that the Appellant is not entitled to training compensation as it waived its right to training compensation in January 2015. To support this, the Respondent refers to the Appellant's letter of 19 January 2015 signed by the Appellant's general manager, whereby he confirmed:

"[…] *the following conditions to be valid for the transfer of the player* [F.] […] *to the new football club from FK Sarajevo* […]

- the new club of the player [F.] *agrees to pay 10% of the total nett transfer fee, should the player be transferred or loaned from new club to the third (next) club; and*

- the new club of the player [F.]*, should the player return back to FK Sarajevo, will not request any compensation or transfer fee or any other funds from FK Sarajevo;*

then FK Sarajevo will not ask for training compensation from the new club".

68. The Appellant contends that the confirmation letter dated 19 January 2015 was addressed to the Player as a courtesy to him in order to facilitate a possible transfer of the Player to a club abroad. At this juncture, the Panel observes that there is some difference in the appearance of the two copies of the letter of 19 January 2015 submitted by the Appellant and the Respondent. The Appellant's copy names as addressee of the letter only the Player, while the Respondent's copy contains also the Respondent as an addressee (albeit handwritten). It appears that the letter of 19 January 2015 must have been issued in more than one copy. This is evidenced by the following features: in the Appellant's copy, the bigger part of the signature of the author of the letter is placed outside the stamp while in the Respondent's copy it is rather inside; the stamps in the two copies are placed in different directions; the outgoing number (0041) is handwritten on different places above the indicated place of issuance (Sarajevo). Thus, one separate copy of the letter dated 19 January 2015 might have been intended for and received by the Respondent. Nevertheless, whether the Respondent was actually copied or not, this will not change materially the legal analysis to follow.

69. The Panel will go on to explore if the Appellant's declaration dated 19 January 2015 constitutes a valid waiver of training compensation.

70. It is common for various set of laws, including Swiss law, that, in general, rights may be waived voluntarily, unless *(i)* the waiver is contrary to law, public policy or good morals and given that *(ii)* the person making the waiver has the capacity/authority to do so; *(iii)* the waiver is made clearly; and *(iv)* the person has the right he is renouncing. The Panel will therefore verify if these prerequisites are met in the present case.

(i) No contradiction with law, public policy or good morals

71. The principle that the right to receive training compensation can be validly waived has been affirmed on numerous occasions by the DRC and the CAS. The RSTP do not expressly foresee the waiver by a training club of its entitlement to training compensation. However, it is actually a principle common to various jurisdictions, and well-known also in Swiss law, that waivers of rights are valid unless explicitly prohibited by mandatory provisions.

72. A waiver would however be invalid where a mandatory provision prevents a party from waiving any claims resulting from mandatory statutory rules. The Panel notes in this regard that waiver of rights is generally recognized by Swiss law. By way of example, the right to set-off may be waived in advance (Article 126 CO) or statutory law presumes that the buyer waives the delivery obligation and instead chooses to claim damages only (Article 190 CO).

73. Pursuant to Article 34 CO, a principal authorising another to act on his behalf by means of a transaction may restrict or revoke such authority at any time without prejudice to any rights acquired by those involved under existing legal relationships, such as an individual contract of employment, a partnership agreement or an agency agreement, though any advance waiver of this right by the principal is void. According to Article 100 CO and based on the freedom of contract, a limitation of liability is valid in principle, except for damage caused by willful intent or gross negligence, for which a waiver would be null and void. Statutory warranties for defects may be waived by the parties, unless such waiver is void if the seller fraudulently concealed a defect of the goods or the work (Articles 210 and 371 CO). Also some protective provisions concerning labour law rights are confirmed by the CO as non-waivable (Article 341 CO). The same relates also to some consumers' rights. According to Article 141 CO, the statute of limitations may not be waived in advance. Further, as the Swiss Federal Supreme Court has held repeatedly, a right to terminate a mandate (Article 404 CO) may not be waived or modified by a contractual agreement (BGE 115 II 464, 1989). Similarly, the Swiss Federal Supreme Court has held that the right of an agent to receive a brokerage or signing commission (Article 418g CO) is mandatory and may not be waived (BGE 121 III 414, 1995).

74. The above statutory examples clearly demonstrate that under Swiss law a waiver of right is permissible unless expressly prohibited. Therefore, as the waiver of the right of training compensation is not expressly prohibited either by the RSTP or by Swiss law, it must be assumed that it is permissible under the applicable law.

75. The Panel was not referred to any allegations or indications whatsoever that the waiver of the right to training compensation contradicts public policy or good morals, either. Therefore, the Panel considers that the waiver of right to training compensation does not violate law or contravene public policy and good morals.

(ii) Authority of the person making the waiver

76. The FIFA DRC has established in its jurisprudence that clubs should be careful that their employees do not send out any documentation which could inadvertently waive their entitlement to training compensation. For example, in the matter discussed in FIFA DRC decision No. 412107 (26 April 2012) an individual, who was supposedly responsible for the training club's team, sent a letter bearing the club's letterhead to the player's new club declaring that the player was a free agent and, therefore, free to sign a contract with the new club, free of payment. The DRC concluded that the training club had waived its right to claim training compensation. The DRC emphasised the fact that the individual who signed the letter, which bore the training club's letterhead, was an employee of the club and so the training club was vicariously liable for his actions.

77. *In casu*, the written statement dated 19 January 2015 clearly indicates that it was made *"with the authorization of the President of FK Sarajevo, and in the name of FK Sarajevo …"*. It was bearing the letterhead and the stamp of the Appellant and was signed by the general manager of the club. In any way, whether the statement made by Mr. Selimovic in his capacity of general manager of the Appellant was binding the latter was never an issue in the present proceedings.

78. Therefore, the Panel finds that the written statement of Mr. Selimovic dated 19 January 2015 has been duly authorised, executed and delivered and constitutes a legal, valid and binding obligation of the Appellant enforceable against it in accordance with its terms. Mr. Selimovic had the authority and capacity to execute and deliver the statement and to assume the obligations hereunder.

(iii) Clear language of the waiver

79. A waiver means that the party essentially loses any possibility to claim training compensation. Considering this serious legal consequence, it must be held that the validity of a conventional waiver under Swiss law is subject to a clear and unequivocal declaration by the party concerned. Training compensation being a right stipulated in the RSTP, the existence of a waiver of this right could only be assumed in case it was unmistakable that the renouncing club had indeed intended to waive its right to training compensation under the applicable regulations. The criterion that the waiver be unequivocal is adopted by DRC and CAS. According to developed standards, DRC and CAS require clear language reflecting the party's intention to renounce its rights, thus implied waivers would not be recognized.

80. According to the jurisprudence of DRC, a waiver can only be applied if it is *"unmistakeable that the renouncing club had indeed intended to waive its right to training compensation"* (FIFA DRC decision No. 67516 of 8 June 2007). In DRC decision No. 412107 (26 April 2012) the DRC accepted that the wording of the letter in dispute was *"clear and unambiguous"* and it could be *"assumed in good faith that, based on such wording, no payment whatsoever would have to be made for the transfer of the respective player, i.e. neither a payment of a transfer sum, nor of any other compensation, such as training compensation"*. Therefore, it is important for clubs who intend to rely upon training compensation being waived to ensure that the document purporting to be a waiver is drafted very precisely with a specific reference to the entitlement to training compensation under the RSTP being waived.

81. In FIFA DRC decision No. 114461 (4 November 2004), the DRC held that a document, confirming that the contract of the player expires and that no more transfer fees exist, was not a waiver because no specific reference was made to training compensation but only confirmed that no transfer fee was payable as the player's contract had expired. The decision was subsequently appealed to the CAS that upheld the DRC decision (CAS 2005/A/811). The CAS held that all the circumstances of the case led to training compensation being due and that the appellant there should have understood that the document only related to transfer fees or at least should have clarified this point with the respondent.

82. With reference to relevant case law and considering the particular wording of the Appellant's statement dated 19 January 2015, the Panel is of the opinion that it is not a blanket waiver of any rights related to the Player. On the contrary, it is an express one defining the exact nature and scope of the rights that the Appellant is waiving. The waiver was explicit (albeit under some conditions), it specifically related to training compensation and the Appellant's intent was abundantly clear.

(iv) The club must have the right it is renouncing

83. Finally, it has to be highlighted that, as a general rule, only the club with the entitlement to training compensation can waive this right. Therefore, neither the player nor an agent could be obliged towards a third club waiving the training compensation that pertains to the training club. For example, in a decision of the DRC No. 115377 (2 November 2005), the Chamber concluded that only the club which is officially entitled to receive training compensation can waive its right to training compensation. This cannot be excluded by an agreement between the player and the new club. The DRC further concluded that any possible financial settlement concluded between the former club and the player cannot in any sense abolish the former club's entitlement to receive training compensation. Similarly, in a decision of the DRC of 18 August 2006 (no. 86130B), the Chamber concluded that an agreement between the new club and the player does not have legal effect with respect to the entitlement of the former club(s) to claim training compensation.

84. It is clear for the Panel that only the training club can waive its right to training compensation. The fact that the Appellant was in principle entitled to training compensation was established above. The Panel finds it also of importance in the present case that the waiver was articulated by the Appellant itself.

85. In light of the above, the Panel is satisfied that the Appellant's statement dated 19 January 2015 complies with the general requirements for the validity of waivers. Having established this, the Panel will continue to discuss the specific objections raised by the Appellant.

86. The Appellant submits that the waiver was not agreed between the Parties as it was not accepted by the Respondent, thus not becoming a valid training compensation waiver. Of course, ideally, the waiver should form part of an agreement between clubs. However, to be valid, it is not necessary that the waiver be contractual in all cases. There is no requirement that the waiver of training compensation be recorded in a bilateral agreement between the former and the new club or that the latter subsequently confirms the waiver, be it that the latter at least has to implicitly accept the condition precedent set out in the waiver. Indeed, the waiver of training compensation would be typically part of a transfer agreement entered into between the clubs. However, in cases like the present one where no transfer agreement was concluded (merely due to the expiration of the previous employment contract) and no contractual link between the clubs exists, the waiver need not be either outlined in a separate agreement or be subsequently confirmed by the new club. On this basis, a waiver of the right to receive training compensation does not require written consent of the club benefitting from the waiver.

87. It is well established in Swiss contract law that a waiver of rights needs not take a particular form, even if requirements of form must be observed when entering into an agreement or complying with a related provision. All the more so in cases of unilateral waivers that are not made in a contractual context.

88. The objective of the training compensation is best explained by the Sole Arbitrator in CAS 2006/A/1189:

"The Sole Arbitrator notes that the right to training compensation arises directly from the rules of FIFA and not from a private agreement between the interested clubs. Such rules were adopted by FIFA having in mind the general objectives to support grassroots football and to improve football talent by rewarding clubs for the worthy work done in training young players. In view of that, it seems to the Sole Arbitrator that, in order to persuade a judging body that a grassroots club has waived its right to obtain training compensation, a professional club must substantiate its allegation with truly compelling evidence. Indeed, a waiver of a right can never be assumed lightly".

89. The Panel concurs with the Sole Arbitrator in CAS 2006/A/1189 in that the allegation that a club has waived its right to obtain training compensation must be supported by conclusive evidence. That said, except for an agreement between the new and the old club, an existing unilateral written statement from the club that is entitled to receive training compensation would equally qualify as compelling evidence for a waiver. The Panel further notes that the Sole Arbitrator in the above mentioned case discussed a situation where there was no express written waiver but an allegation for verbal pledge not to claim training compensation which is not the case here.

90. The Panel takes note of the fact that the Respondent failed to present proof of sending the letter dated 3 February 2015 whereby it formally agreed to the conditions stipulated in the Appellant's statement of 19 January 2015. However, as the Respondent was fully aware of the waiver with the condition precedent at the time it concluded the employment contract with the Player, the Respondent implicitly agreed thereto. In view of the Panel's understanding that the effect of the waiver occurs even if not expressly confirmed in writing by the other club, however, the issue if the Respondent actually sent its letter dated 3 February 2015 becomes moot. The more is so, given that Swiss law recognizes implied acceptance of an offer (Article 6 CO).

91. Taking into account these circumstances, the Panel will have to establish the real common intent of the Parties regarding the conditions provided in the Appellant's confirmation letter dated 19 January 2015.

92. According to the principles established in the applicable Swiss law, the court shall first seek to bring to light the real and common intent of the parties, empirically as the case may be, on the basis of clues without regard to the inaccurate expressions or designations they may have used. Failing this, it shall then apply the principle of reliance and seek the meaning that the parties could and should give according to the rules of good faith to their reciprocal expressions of will considering all the circumstances (ATF 140 III 134 at 3.2; 135 III 295 at 5.2, p. 302 and the cases quoted, ATF 4A_676/2014 at 3.3). Should the application of this principle fail to bring to a conclusive result, some alternate means of interpretation may be resorted to, such as the so-called rule of ambiguous clauses, pursuant to which, in case of doubt, the contract must be interpreted against the party which drafted it (*in dubio contra stipulatorem* or *proferentem*; ATF 124 III 155 at 1b, p. 158 and the cases quoted). The behaviour of the parties, their respective interest in the contract and its goal can also be taken into account as complementary means of interpretation (WINIGER B., op. Commentaire Romand – CO I, Basel 2003, n. 33, 37 and 134 ad art. 18 CO; WIEGAND W., op. cit., n. 29 and 30 ad art. 18 CO). By seeking the ordinary sense given to the expressions used by the parties, the real intention of the parties must – according

to the jurisprudence of the Swiss Federal Court – be interpreted based on the principle of confidence. This principle implies that a party's declaration must be given the sense its counterparty can give to it in good faith ("Treu und Glauben": WIEGAND W., op. cit., n. 35 ad art. 18 CO), based on its wording, the context and the concrete circumstances in which it was expressed (ATF 124 III 165, 168, consid. 3a; 119 II 449, 451, the same in CAS 2008/A/1544).

93. Although these principles have been developed in contractual context, they may serve as useful guidance also with respect to situations where no contract was concluded between the parties in order to establish their intent. In other words, pursuant to the mentioned principles, the Panel has to identify the real and common intent of the parties with respect to the question whether training compensation is due for the Player.

94. Considering the chain of events and the particular time frame, the Panel finds that the Respondent in fact accepted the Appellant's waiver under the conditions set out in it. In that regard, the Panel in particular noted that: (i) the contract of the Player with the Appellant expired on 31 December 2014; (ii) the Player was on trial with the Respondent's Club between 12 and 15 January 2015; (iii) on 19 January 2015, the Appellant issued the confirmation letter with the purpose, as admitted by the Appellant, to avoid that the Player's career is halted in Bosnia and Herzegovina since the training compensation due might result in the unwillingness of foreign clubs to sign the Player; (iv) the Respondent received the Appellant's confirmation letter through the Player on 19 January 2015; (v) on 26 January 2015, the Respondent discussed with the RBFF the conditions to avoid payment of training compensation for the Player and in particular the option of waiver of the right to training compensation by the Appellant against small compensation; (vi) the Respondent received on 2 February 2015 a statement from the previous club of the Player (Betaclub) regarding its waiver of training compensation for the Player; (vii) on 3 February 2015, the Appellant issued a further confirmation letter regarding the expiry of his employment contract with the Player and lack of other signed contracts between them; (viii) the registration of the Player with the Respondent took place on 10 February 2015; (ix) in correspondence exchanged between the Parties before the commencement of the FIFA proceedings, the Respondent stated that training compensation was not due as a result of the Parties' agreement for compensation of the Appellant with the amount of 10% of a future transfer; (x) until mid-2016 the Appellant did not claim and the Respondent did not pay training compensation, both of them obviously relying on the waiver; (xi) it was not before the request for payment of training compensation was rejected by the Respondent, that the Appellant attempted to invalidate the waiver by the statement of 20 June 2016.

95. Finally, taking into account all the circumstances of the case, amongst others during the oral hearing, the Panel is convinced that also the Appellant relied on the two conditions contained in the document of 19 January 2015. In fact, if the Appellant did not rely on these conditions and there was actually no agreement with regard to the content of the document of 19 January 2015, it does not make any sense that the Appellant claimed training compensation for the first time on 26 May 2016. This is not only almost one and a half year after the transfer of the Player took place in January 2015, but also after the Player and the Respondent mutually terminated the employment contract in March 2016. This is a clear indication to the Panel that the Appellant waited for a potential future transfer (and the triggering of its 10% sell-on right) and as soon as it became aware of the Player's transfer to Slovakia, which was however free of

charge, it tried to claim training compensation by absence of a written agreement. It is not likely, at all, that a relatively small club as the Appellant, considering the substantial amount of training compensation (EUR 279,166.67) and the fact that the Appellant explicitly claims (in its submissions and during the hearing) that the conditions did not apply, does not claim training compensation as from the moment it was due (*i.e.* 30 days after conclusion of the employment contract between the Player and the Respondent in January 2015). In other words, if there actually was no agreement with regard to the two conditions contained in the confirmation letter dated 19 January 2015, undoubtedly the Appellant would have claimed training compensation already in the beginning of 2015.

96. In this regard, the Panel fully accepts the reasoning of the award of 19 December 2005 in CAS 2005/A/811, in which the validity of a waiver was the subject matter of the dispute. As explained in the said award, according to Swiss law, once the addressee of a declaration does not understand the statement contained in the declaration in the sense wished by its sender, one has to rely on an interpretation based on the principle of trust (*"principe de la confiance"; "Vertrauenprinzip"*) which stems from Article 2 al. 1 of the Swiss Civil Code. According to this principle, a declaration has to be interpreted in the sense that the addressee could and should have given to it, taking in account all circumstances of the case and the rules of good faith. As such, the Panel has no hesitation to consider that the Respondent by its implied acceptance of the condition set out in the waiver, was entitled to interpret the document of 19 January 2015 as a valid waiver.

97. The Panel considered the unambiguous wording of the declaration of waiver as well as the related circumstances and holds that it is appropriate to give the Appellant's waiver binding and irrevocable effect. Considering that the Player was subsequently transferred to a Slovakian club free of charge, *i.e.* with no transfer fee received, the Appellant's waiver could not be reversed any more *ex post*.

98. The Panel has found that although the Appellant was in principle entitled to training compensation for the Player, the Respondent satisfied its burden of proving that the Appellant waived its right to training compensation for the Player.

99. It therefore follows that the Respondent is not liable to pay training compensation for the Player to the Appellant.

100. Any other requests submitted by the Parties to the Panel are accordingly dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Fudbalski Klub Sarajevo on 9 August 2017 against the decision issued by the FIFA Dispute Resolution Chamber on 9 February 2017 is dismissed.

2. The decision rendered by the FIFA Dispute Resolution Chamber on 9 February 2017 is confirmed.

(…)

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