



Arbitration CAS 2021/A/7858 Association Omnisport Centre Mbérie Sportif v. Union Sportive Tataouine, award of 7 June 2022

Panel: Mr Patrick Lafranchi (Switzerland), Sole Arbitrator

Football

Training compensation when a player re-registers as a professional after having been reinstated as an amateur

Interpretation of Article 3 para. 2 RSTP

Club entitled to training compensation

1. **Contrary to the principle that no training compensation is due if a player reacquires amateur status, training compensation is due, if a player re-registers as a professional within 30 months of being reinstated as an amateur. Although Article 3 para. 2 of the FIFA Regulations on the Status and Transfer of Players (RSTP) states that training compensation shall be paid “in accordance with article 20” FIFA RSTP, this reference cannot be read as a requirement that one of the two standard situations triggering the training compensation mechanism set out in Article 20 FIFA RSTP (first registration as a professional or transfer of a professional until the end of the season of his 23rd birthday) apply, in addition to the situation that makes Article 3 para. 2 FIFA RSTP applicable in the first place. It is rather to be understood as a reference to the other issues addressed by Article 20 FIFA RSTP (payment is due whether the transfer takes place during or at the end of the player’s contract, a further reference to other provisions regarding training compensation in Annexe 4 of the FIFA RSTP and that the principles of training compensation do not apply to women’s football) and the training compensation system as such.**
2. **The club being entitled to training compensation in accordance with Article 3 para. 2 FIFA RSTP is the last club where the player was registered as an amateur before being re-registered as a professional. The club where the player was last registered as a professional before reacquiring amateur status, on the other hand, is not entitled to training compensation except, obviously, if that same club reinstates the player as an amateur before re-registering him as a professional, within the time limit of 30 months and provided that all the other requirements are fulfilled.**

I. PARTIES

1. Association Omnisport Centre Mbérie Sportif (the “Appellant”) is a professional football club, affiliated to the Gabonese Football Federation (“FEGAFOOT”), which is in turn a member association of the Fédération Internationale de Football Association (“FIFA”).

2. Union Sportive Tataouine is a professional football club (the “Respondent”), affiliated to the Tunisian Football Federation (“FTF”), which is in turn affiliated with FIFA.

II. FACTUAL BACKGROUND

A. Background Facts

3. The present dispute concerns a claim for training compensation for A. (the “Player”), born [in] 1996 in [...], Gabon. The Player is a professional football player currently registered with the Saudi football club Al-Adalah FC and playing for the national team of Gabon.
4. The Appellant bases its claim on a player passport of the Player dated 23 June 2020 and issued by FEGAFOOT as well as a statement issued by FEGAFOOT dated 23 June 2020, confirming that the Player had been registered with the Appellant from 11 November 2008 until 4 January 2017 without interruption.
5. The Respondent argues that no training compensation is owed as there were four different player passports issued by the FEGAFOOT, containing contradictory information as to the registration of the Player with the Appellant.

B. Proceedings before the FIFA Dispute Resolution Chamber

6. On 4 August 2020, the Appellant lodged a claim against the Respondent before the FIFA Dispute Resolution Chamber (the “FIFA DRC”), claiming training compensation in the amount of EUR 51,700 plus 5% interest p.a. as of the due date.
7. On 1 February 2021, the FIFA DRC rejected the Appellant’s claim and issued the following decision (the “Appealed Decision”):
 - “1. *The claim of the Claimant, CMS, is rejected.*
 2. *No procedural costs are payable (cf. arts. 17 par. 1 and 18 par. 1 of the Rules Governing the Procedure of the Players’ Status Committee and Dispute Resolution Chamber)”.*
8. On 22 March 2021, the grounds of the Appealed Decision were communicated to the Parties.
9. In its decision, the FIFA DRC recalled that training compensation is payable by the new club of a player to the club(s) that have trained him between the age of 12 and 21 (unless it is evident that he has already terminated his training period before that) when the player is registered for the first time as professional and each time the player is transferred as professional between clubs affiliated to two different associations before the end of the season of his 23rd birthday (Article 20 FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”) in connection with Article 1 (1) and Article 2 (1) of Annexe 4 FIFA RSTP).
10. With reference to Article 2 (2) Annexe 4 FIFA RSTP, the FIFA DRC held that no training compensation is due if a professional player reacquires amateur status on being transferred to

a new club, but that training compensation is owed if a player is re-registered as a professional within 30 months of being reinstated as amateur (Article 3 (2) FIFA RSTP).

11. According to the FIFA DRC, it remained undisputed that the Player reacquired amateur status after having been registered with the Appellant as a professional and that he was re-registered with the Respondent as a professional.
12. Thus, according to the FIFA DRC, the Appellant would, in principle, be entitled to receive training compensation for the new registration of the Player as a professional with the Respondent before the end of his 23rd birthday season and within 30 months of the end of his previous professional contract.
13. However, the FIFA DRC pointed out that Article 20 FIFA RSTP foresees said training competition only (1) when a player is registered as a professional for the first time or (2) when a professional player is transferred between clubs affiliated to different associations.
14. As none of those prerequisites set out above had been fulfilled in the present matter (neither was the Player registered for the first time as professional, nor was there a transfer between clubs affiliated to different associations when the Player registered with the Respondent), the claim of the Appellant was dismissed.

III. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

15. On 12 April 2021, the Appellant filed its Statement of Appeal by e-mail, and on 14 April 2021 via e-filing.
16. On 14 April 2021, the CAS Court Office acknowledged receipt of the Statement of Appeal and initiated the present arbitral proceedings. The Respondent was *inter alia* invited to inform the CAS Court Office whether it consented to an extension of the time limit to file the Appeal Brief as requested by the Appellant. The Respondent was further invited to communicate whether it agreed to the appointment of a Sole Arbitrator.
17. On 23 April 2021, in the absence of a timely objection by the Respondent, the CAS Court Office granted the Appellant's request for extension of the time limit to file its Appeal Brief.
18. On 26 April 2021, FIFA provided the CAS Court Office with a clean copy of the Appealed Decision and renounced its right to request its possible intervention in the present proceedings.
19. On 6 May 2021, the CAS Court Office noted that the Respondent had not objected to English as the language of the proceedings and that therefore, all written submissions shall be filed in English and all exhibits submitted in any other language shall be accompanied by a translation in English.
20. On 10 May 2021, the Appellant sent a letter dated 6 April 2021, requesting to be allowed to submit exhibits in French without an English translation.

21. On the same day, the Appellant requested that its time-limit to file the Appeal Brief be suspended until the CAS Court Office has informed the Parties regarding the language of the submission of the documents.
22. On 11 May 2021, the CAS Court Office suspended the Appellant's deadline to submit the Appeal Brief.
23. On 17 May 2021, in absence of any objection from the Respondent, the CAS Court Office confirmed that exhibits may be filed in French, without an English translation. It further lifted the suspension of the Appellant's deadline to submit its Appeal Brief.
24. On 18 May 2021, the Appellant filed its Appeal Brief. It requested the following:
 - a) *That the CAS accepts the present appeal;*
 - b) *That the present appeal be upheld in totum;*
 - c) *That the Appealed Decision be set aside in totum;*
 - d) *That the Panel or the Sole Arbitrator renders an award establishing that:*
 - i. *The Respondent be ordered to pay to the Appellant training compensation in the amount of USD 51,700.00;*
 - ii. *The Respondent be ordered to pay to the Appellant 5% interest per annum on that amount as from 21 October 2018 until the date of effective payment;*
 - e) *that the Respondent be ordered to bear the entire cost and fees of the present arbitration;*
 - f) *that the Respondent be ordered to pay the Appellant a contribution towards its legal fees and other expenses incurred in connection with the proceedings in the amount of CHF 10,000, or in the amount deemed fair by the Sole Arbitrator".*
25. On 25 May 2021, the Parties were informed that the President of the CAS Appeals Arbitration Division had decided to submit the present dispute would to a sole arbitrator.
26. On 2 June 2021, the Respondent informed the CAS Court Office about its legal representation by Mr Slim Boulasnem and requested that the time limit to file its Answer be fixed once the advance of costs has been paid by the Appellant.
27. On 3 June 2021, said request was granted and the Respondent's time limit to file the Answer was suspended.
28. On 24 June 2021, the CAS Court Office acknowledged receipt of the Appellant's payment of its share of the advance of costs and set a new deadline for the Respondent to file its Answer. Furthermore, the Parties were informed that the Panel appointed to decide the case at hand was constituted as follows:

Sole Arbitrator: Mr Patrick Lafranchi, Attorney-at-law in Bern, Switzerland

29. On 12 July 2021, the Respondent informed the CAS Court Office that it was going to be represented by Mr Felix Majani, alongside with Mr Slim Boulasnem. It further requested an extension of the time limit to file its Answer. Said request was granted by the CAS Court Office on the same day.
30. On 26 July 2021, the Respondent filed its Answer, requesting the CAS to:
 - i. Dismiss the appeal filed by Association Omnisport Centre Mbérie Sportif against the FIFA Dispute Resolution Chamber decision passed on 1st February 2021;*
 - ii. Award Union Sportive Tataouine the costs of this suit;*
 - iii. Order Association Omnisport Centre Mbérie Sportif to bear the costs of these arbitration proceedings;*
 - iv. Grant any further or other relief that this Honorable Court may deem fit”.*
31. On the same day, the CAS Court Office noted that the Respondent did not request a hearing. The Appellant was thus invited to inform the CAS Court Office regarding its preference in this regard.
32. On the same day, the Appellant requested to be authorized to send a Replica in order to contest the accusations of fraud and forgery made by the Respondent. Further, it requested a suspension of its deadline to inform the CAS of its position regarding the holding of a hearing until a decision regarding its first request be issued.
33. The request for suspension of the deadline regarding the preferences for a hearing was granted the same day.
34. On 23 August 2021, the Parties were informed that the Sole Arbitrator had decided to order a second round of submissions.
35. On 2 September 2021, within the time limit set, the Appellant filed its Reply.
36. On 12 September 2021, within the time limit set, the Respondent filed its Rejoinder.
37. On 13 September 2021, the Appellant was invited to inform the CAS Court Office whether it preferred a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties’ written submissions.
38. On 17 September 2021, the Appellant stated that it did not consider a hearing necessary to be held in the matter.
39. On 27 September 2021, the Parties were informed that the Sole Arbitrator deemed himself sufficiently well-informed to decide this case based solely on the Parties’ written submissions,

without the need to hold a hearing. Furthermore, the Parties were sent the Order of Procedure with a request for signature and return of a copy.

40. On the same day, with reference to the correspondence of the CAS Court Office of 17 May 2021, the Appellant requested an amendment of the Order of Procedure with regard to par. 6 and the possibility to submit exhibits in French.
41. On the same day, the Parties were sent an amended version of the Order of Procedure.
42. The Order of Procedure was signed by the Respondent on 29 September 2021 and by the Appellant on 4 October 2021.
43. On 19 November 2021, the Lithuanian Football Federation sent a letter to the CAS Court Office confirming that the Player had amateur status when he was registered with FK Utenis from 9 August 2017 until 20 November 2017 and submitted the Player's football passport.

IV. THE POSITION OF THE PARTIES

44. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Sole Arbitrator, indeed, has carefully considered all the written submissions made by the Parties, even if there is no specific reference to those submissions in the following summary.

A. The Position of the Appellant in the Appeal Brief

45. The Appellant considers that it is entitled to training compensation. It recalls the course of events as follows:
 - The Player started his career with the Appellant where he was first registered on 11 November 2008, during the season of his 12th birthday. Consecutively, the Player was registered with the Appellant exclusively and seamlessly until 4 January 2017.
 - On 3 April 2015, the Player, now 18 years old, signed his first professional contract with the Appellant. The contract was supposed to be in force as from 3 April 2015 until 1 July 2019. However, the Player unilaterally terminated the contract with the Appellant.
 - On 5 January 2017, the Player joined the French club Red Star FC as an amateur.
 - On 9 August 2017, the Player was transferred to the Lithuanian club FK Utenis where he was again registered as an amateur.
 - In 2018, the Player moved back to Gabon, where he was registered with the Gabonese club Académie des Etoiles de Libreville ("Académie des Etoiles"), as an amateur.

- On 20 September 2018, the Player joined the Respondent, where he was registered as a professional, reacquiring professional status after a break of less than 20 months (5 January 2017 – 20 September 2018) with the amateur status.
46. Considering the above, the Appellant argued that the reasons of the Appealed Decision were ill-founded, contradictory and *contra legem*.
 47. The Appellant stressed that paragraphs 5-8 in the Appealed Decision were contradictory as the FIFA DRC had recognized the entitlement to training compensation “*in principle*” based on Article 3 (2) FIFA RSTP only to consider that “*the prerequisites of Article 3 par. 2 in combination with Article 20 of the RSTP are not fulfilled*”.
 48. According to the Appellant, Article 20 FIFA RSTP would foresee two non-cumulative possibilities for clubs being entitled to training compensation: (1) registration as a professional and (2) subsequent transfer of a professional. In addition, Article 3 (2) FIFA RSTP would provide for a third possibility for training compensation, namely: Registration of a player as a professional within 30 months of being reinstated as an amateur.
 49. The Appellant is of the opinion that fulfilling both the prerequisites of Article 3 (2) FIFA RSTP in combination with Article 20 FIFA RSTP was impossible. The reference of Article 3 (2) FIFA RSTP to Article 20 FIFA RSTP should instead be read as being a reference to the whole text of the article and to the whole training compensation scheme. If Article 3 (2) FIFA RSTP and its reference to Article 20 FIFA RSTP were read as if one of the conditions for training compensation set out in the latter provision must be met as well, Article 3 (2) FIFA RSTP could never serve as a basis for the payment of training compensation.
 50. Thus, the Appellant stated that the FIFA DRC ruled against the FIFA Regulations, exceeding its power when passing the Appealed Decision.
 51. The Appellant submitted that according to the FIFA Commentary on the Regulations on the Status and Transfer of Players (the “Commentary”), Article 3 (2) FIFA RSTP “[...] *safeguard[s] the work done by the training clubs at an earlier stage, in the event that a player should revert to professionalism*”. Thus, if Article 3 (2) FIFA RSTP was fulfilled, the two types of training compensation were or may be triggered – *i.e.* for the first professional contract and for the subsequent transfer of a professional.
 52. In the matter at hand, the Appellant considers Red Star FC, FK Utenis and Académie des Etoiles to be entitled to training compensation for the “first” professional contract as the Player was registered with those clubs during the period after the Player was reinstated as an amateur until he reacquired professional status.
 53. Furthermore, the Appellant considered himself to be entitled to training compensation because of the second possibility set out in Article 20 FIFA RSTP, thus for the subsequent transfer of a professional, it being the last club that had the Player registered with a professional status – provided that the professional status is reacquired within 30 months of being reinstated as an amateur.

54. The Appellant argues that if Article 3 (2) FIFA RSTP was interpreted in isolation and against Article 20 FIFA RSTP, a club in the situation of the Appellant would never be able to receive its due training compensation, which would circumvent the purpose of the system.
55. The Appellant further drew a parallel to the situation of transfer loans. It submitted that according to CAS jurisprudence, the loan of a player from one club to another would not interrupt the continuing training period of said player. Moreover, the FIFA DRC had previously held that clubs receiving players on transfer loans must be rewarded for the training they provided to players who are below 21 years of age during the loan period.
56. In this light, the Appellant is of the opinion that provisions regarding training compensation must be interpreted broadly.
57. For example, the Appellant submitted that none of the exceptions to the system of training compensation in Article 2 (2) Annexe 4 FIFA RSTP were applicable in the case at hand: The Appellant had not terminated the contract with the Player without just cause and the Respondent was a category 3 club. Finally, the Player had been reinstated to professional status less than 20 months after being reinstated as an amateur. The Appellant therefore claims training compensation for the nine seasons of training provided to the Player.
58. The Appellant is of the opinion that the FIFA DRC's interpretation in the Appealed Decision would circumvent the prohibition of bridge transfers, as now implemented in the FIFA RSTP. Clubs would be able to use this loophole to avoid paying training compensation by simply registering a Player as an amateur.
59. Furthermore, the Appellant refers to jurisprudence by the FIFA DRC and CAS (i.e. CAS 2015/A/4214) demonstrating that clubs who trained young players between the ages of 12 and 21, such as the Appellant, were entitled to training compensation. Therefore, the Appealed Decision constitutes a reversal of jurisprudence. Because of the effect on legal certainty, the judicial body rendering such decision must bring very detailed and justified reasoning, which was not the case here.
60. Finally, the Appellant pointed out that the Respondent transferred the Player to Al-Adalah FC for a transfer fee of USD 100,000. It would be unfair if the Appellant would not receive any training compensation despite having trained the Player for 9 seasons, thus enabling the Respondent to earn such a transfer fee.
61. Regarding the calculation of the training compensation, the Appellant stated that the provision of Article 5 Annexe 4 FIFA RSTP applied. It pointed out that the Respondent had been a category 3 club at the time of the Player's transfer. In application of FIFA Circular No. 1673 and Article 5 (3) Annexe 4 FIFA RSTP, the Appellant considered itself entitled to the following training compensation:

Age	Registered with Appellant	Duration	Training costs p.a. 10.000 USD	Training compensation
12	11.11.2008 – 31.07.2009	262 days	2.000 USD	1.436 USD
13	01.08.2009 – 31.07.2010	365 days	2.000 USD	2.000 USD
14	01.08.2010 – 31.07.2011	365 days	2.000 USD	2.000 USD
15	01.08.2011 – 31.07.2012	366 days	2.000 USD	2.000 USD
16	01.08.2012 – 31.07.2013	365 days	10.000 USD	10.000 USD
17	01.08.2013 – 31.07.2014	365 days	10.000 USD	10.000 USD
18	01.08.2014 – 31.07.2015	365 days	10.000 USD	10.000 USD
19	01.08.2015 – 31.07.2016	366 days	10.000 USD	10.000 USD
20	01.08.2016 – 04.01.2017	156 days	10.000 USD	4.274 USD
Total:		2975 days		51.710 USD

62. For the interest of 5% *p.a.* as from the moment the Respondent was in default, the Appellant referred to Articles 104 (1) and 102 (2) of the Swiss Code of Obligations (the “SCO”) as well as to Article 3 (2) FIFA RSTP. As the Player had been registered with the Respondent as a professional on 20 September 2018, the Appellant would have been entitled to training compensation 30 days later. The Respondent was thus in default as from 21 October 2018.

B. The Position of the Respondent in the Answer

63. The Respondent pointed out that the assumptions of the Appellant essentially and exclusively relied on one document – the last in a series of four player’s passports belonging to the Player, purportedly issued by FEGAFOOT. However, the three previous player’s passports, also signed and issued by FEGAFOOT, would document the Player’s professional career differently and contain conflicting data and information, compared to the fourth.

64. The Respondent recalled the course of events as follows:

- On 3 April 2015, the Player signed his first employment contract with the Appellant valid from 3 April 2015 until 3 July 2019 and acquired professional status.
- In January 2017, before the expiry of the contract, the Player unilaterally terminated the employment relationship. On 5 January 2017, the Player made his first transfer abroad by joining the French club Red Star FC. However, he was reinstated as an amateur.
- On 9 August 2017, the Player joined Lithuanian club FK Utenis, where was registered as an amateur.

- In January 2018, the Player left FK Utenis and returned to Gabon, joining Académie des Etoiles (where was registered as an amateur, as the Respondent itself stressed elsewhere in the Answer).
 - On 11 September 2018, the Player joined the Respondent where was registered as a professional.
65. According to the Respondent, the following player's passports were issued:
- On 21 September 2017, FEGAFOOT issued a first player's passport, stating that the Player started his career in the 2008/2009 season, with no mention of any previous transfers to Red Star or FK Utenis.
 - On 19 September 2018, FEGAFOOT issued a second player's passport that did not mention whether the Player was registered with Académie des Etoiles as an amateur or professional, omitted that the Player had already been transferred to the Respondent and stated that the Player was registered with FK Utenis as an amateur.
 - On 27 December 2018, FEGAFOOT issued a third player's passport, this time stating that the Player was registered for Académie des Etoiles as an amateur in 2018, omitting the previous transfer to Red Star FC, stating that the Player was registered with FK Utenis as a professional and reflecting the Player's registration with the Respondent as a professional.
 - On 14 August 2019, FTF issued the player's passport confirming that the Player had been registered with the Respondent as a professional on 15 August 2019 for the 2018/2019 season.
 - On 23 June 2020, FEGAFOOT issued a fourth player's passport, also documenting the Player's transfer to Red Star FC.
66. The Respondent is of the opinion that the fourth FEGAFOOT passport, on which the Appellant bases its claims, was a forged document drafted and procured in conspiracy with FEGAFOOT in order to defraud the Respondent. It pointed out that already in 2019, the Appellant and FEGAFOOT had colluded in issuing a passport for the player Didier Ibrahim Ndong so the Appellant could claim training compensation against the French club EA Guingamp before the FIFA DRC, and that the matter was still pending.
67. According to the Respondent, the Appellant cannot rely on a fraudulent act to justify the application of a rule of law to its own profit – *i.e.* to receive training compensation – due to the principle of *fraus omnia corrumpit*.
68. Furthermore, according to the Respondent, the present Appeal constituted a violation of the principle of good faith, as held in Article 3 (1) Annexe 3 FIFA RSTP, and Article 2 (1) of the Swiss Civil Code as the three previous player's passports were deliberately not submitted by the Appellant as they do not support its claim.

69. With regard to the different player's passports and the multiple inconsistencies therein, the Respondent concluded that those casted serious doubt on the credibility of the fourth player's passport. The latter could therefore not be considered reliable to the firm exclusion of the first three passports and thus not serve as a basis for the entitlement to training compensation.
70. In addition, the Respondent argued that – even if one were to assess the Appeal based on FEGAFOOT's fourth player's passport – no training compensation would be due as the Player had already been registered as a professional when he had signed his first employment contract with the Appellant valid from 3 April 2015 to 3 July 2019. When the Player was transferred to the Respondent, he was registered as a professional for the second time.
71. Thus, according to the Respondent, Article 20 FIFA RSTP did not provide for training compensation in the matter at hand, as the Player had previously been registered as a professional. The Respondent is of the opinion that this was even mirrored in Article 2 (1) lit. a Annexe 4 FIFA RSTP. According to the Respondent, the Appellant's interpretation of Article 3 (2) FIFA RSTP was misguided, misplaced and erroneous as said Article was meant to award training compensation under the second part of Article 20 FIFA RSTP (and Article 2 (1) lit. b Annexe 4 FIFA RSTP – "*each time a professional is transferred until the end of the calendar of his 23rd birthday*"). After having reacquired professional status, training compensation would rather be due to the Respondent each time the professional would be transferred.
72. Also, the training compensation sought in the present Appeal would only apply to professionals ending their careers upon the expiry of their contracts (Article 4 (1) FIFA RSTP read together with the Commentary, which was not the case in the matter at hand as the Player had unilaterally terminated the contract and immediately moved to France and Red Star FC.
73. The Respondent further considers that – even if one were to assess the Appeal based on FEGAFOOT's fourth player's passport – no training compensation would be due as the Player had been transferred as an *amateur* from Académie des Etoiles (a Gabonese club) to the Respondent (a Tunisian club). Thus, the requirement of Article 2 (1) lit. b Annexe 4 FIFA RSTP (transfer of a *professional* between clubs of two different associations) was not fulfilled.
74. Finally, the Respondent is of the opinion that the Appellant had forced the unilateral termination of contract by the Player. By breaching the contract with the Player, the Appellant had disentitled itself from training compensation pursuant to the Commentary on Annexe 4 FIFA RSTP.

C. The Position of the Appellant in the Reply

75. In its Reply, the Appellant first set out that the Respondent should have filed a request for joinder in order to cause the FEGAFOOT to participate in the proceedings as third party. In light of the serious accusations made by Respondent, it recalled Article 251 of the Swiss Criminal Code as well as Article 9 of the Swiss Civil Code and states that the allegations of forgery and fraud are not supported by strong evidence which is why the Respondent's behaviour is blameworthy as false accusation in the sense of Article 303 of the Swiss Criminal Code.

76. The Appellant referred to Article 7 FIFA RSTP and the obligation of the registering association to provide a player passport to the club. As the Player had been registered with the Respondent, this would have been the responsibility of the Tunisian Football Federation (FTF). The latter requested such passport from the FEGAFOOT as the Player had been transferred from Académie des Etoiles. That is when the second player's passport (of 19 September 2018) had been issued. This passport would clearly state that the Player had been registered with the Appellant before being successively registered with both Red Star and FK Utenis as an amateur, even if the status of the Player while he was with Académie des Etoiles remained unclear.
77. Therefore, the Respondent should have been aware that training compensation could be due to the Appellant as there is a general rule that the information contained in the player's passport was correct and adequate. According to CAS jurisprudence (*e.g.* CAS 2019/A/6208), the Respondent should have exercised its due diligence by requesting any missing information if the records did not seem accurate or complete, or to refrain from completing the transfer process.
78. The Appellant further stated that it did not lack good faith because it did not submit all player's passports. It however deemed it not necessary as those three other player's passports did not preclude the training compensation entitlement. Furthermore, the different player's passports had been issued at different moments, when the situation of the Player had evolved and/or when the information that was provided to FEGAFOOT had evolved, thus the alleged contradictions were not a surprise.
79. The Appellant pointed out that FEGAFOOT indeed made a mistake when issuing the player's passport dated 27 December 2018 by indicating that the Player was registered as a professional with FK Utenis. However, said passport had been issued after the registration of the Player with the Respondent and was therefore not relevant.
80. The Appellant submitted that it would be unreasonable if a club registered a player because it did not have to pay training compensation based on the player's passport presented at the moment of the registration but then, based on another player's passport, would have to pay training compensation. The player's passport presented to the Respondent at the moment of the registration of the Player, however, could not have indicated to the Respondent that it would not have to pay training compensation.
81. Moreover, the player's passport used by the Appellant both before FIFA and CAS was supported by the player's passports issued by the French Football Federation and the Lithuanian Football Federation.
82. The Appellant pointed out that the allegations of fraud and forgery lacked support. The case quoted by the Respondent concerned a solidarity contribution based on a player's passport issued by the Tunisian Federation that had been – contrary to what the Respondent alleges – awarded to the Appellant. Thus, the Respondent's accusations in this regard had to be disregarded.

83. Finally, the Appellant confirmed its arguments set out in the Appeal Brief as to why it was entitled to training compensation. It added that it was the Player who unilaterally terminated the Contract with the Appellant and not the opposite as alleged by the Respondent. The Appellant simply refrained to take action against the young Player because it did not want to cause him any harm. Therefore, nothing would change with regard to its entitlement to training compensation.

D. The Position of the Respondent in the Rejoinder

84. The Respondent stated that the mere fact that it adduced various passports certified and signed by FEGAFOOT was enough proof to cast doubt on their authenticity and provoke a shift of the burden of proof. Therefore, the Appellant carried the onus of proving their authenticity.
85. According to the Respondent, it signed the Player based on the player's passports issued by FEGAFOOT that later turned out to be forged. As FEGAFOOT was the body running football in Gabon, clubs could presume and trust that any documents issued by that association are authentic. The Respondent could not have done more prior to signing the Player.
86. The Respondent further confirmed its arguments made in its Answer. It reiterated that the present case was not one where training compensation was due. It maintains that the Player had unilaterally terminated the contract because the Appellant had breached it, pointing out that it was quite improbable for a Player to walk out of a four-year professional contract and leave for an amateur club in Europe if it were not because he had not been paid for quite some time.
87. Upholding the appeal on the basis of passports which were clearly inconsistent would be a grave miscarriage of justice and would set a dangerous precedent of associations colluding with clubs to issue forged player's passports which was why the Appeal should be dismissed.

V. JURISDICTION

88. Given that CAS has its seat in Switzerland and that when the purported arbitration agreement was executed the Appellant did not have its domicile in this country, this is an international arbitration procedure governed by Chapter 12 of the Swiss Private International Law Act ("PILA"), whose provisions are thus applicable. Article 186 (1) of the PILA states that the arbitral tribunal shall itself decide on its jurisdiction. This general principle of Kompetenz-Kompetenz is a mandatory provision of the *lex arbitri* and has been recognized by CAS for a long time (see *e.g.* CAS 2004/A/748).
89. Article R47 of the Code provides as follows:

"An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration

agreement and if the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of that body. An appeal may be filed with CAS against an award rendered by CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules of the federation or sports-body concerned”.

90. It is undisputed between the Parties that CAS has jurisdiction to adjudicate the matter at hand, which they confirmed by signature of the Order of Procedure.
91. The Sole Arbitrator is satisfied that, also according to Article 58 (1) of the FIFA Statutes and Article 24 (2) FIFA RSTP, CAS has jurisdiction to hear this case and decide on the matter.

VI. ADMISSIBILITY

92. Article R49 of the CAS Code reads as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against”.

93. According to Article 67 (1) of the FIFA Statutes, appeals “*shall be lodged with CAS within 21 days of notification of the decision in question*”.
94. No questions regarding the admissibility of the Appeal have been raised by any Party. The Sole Arbitrator notes that all requirements mentioned in the provision set out above are fulfilled and that the Appeal is therefore admissible.

VII. APPLICABLE LAW

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

96. According to Article 57 (2) of the FIFA Statutes (June 2019 edition), CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.
97. In this light, the present dispute shall be decided according to the applicable FIFA Regulations, in particular of the FIFA RSTP (June 2020 edition), as well as Swiss Law, should the need arise to fill any gaps in the legal framework.
98. As to the “applicability” of the Commentary, the Sole Arbitrator notes that said document was published by FIFA in November 2021, thus after the Appealed Decision was passed. However, he considers that it can still be relied on in the matter at hand.

99. First of all, the previous Commentary on the FIFA RSTP dates back to 2007 and provides little to no guidance regarding the provisions that are of interest in the matter at hand, whereas the “new” Commentary is dealing quite extensively with the Articles in question. Secondly, the Sole Arbitrator notes that the particularly applicable rules in the matter at hand have not changed since June 2019 (and since the Appealed Decision was passed), thus, the Commentary provides information regarding said provisions as in force when the Appealed Decision was passed. In addition, the Sole Arbitrator notes that the Commentary is not a legal framework, but does rather *“facilitate the access to and the understanding of these reviewed regulations for all parties of the football family that are concerned by them”* (see “Introduction” in the Commentary). Therefore, the principle of the strict *prohibition of retroactivity* does not apply here. Finally, both Parties relied on the Commentary in their respective submissions.

VIII. MERITS

100. As a preliminary remark, the Sole Arbitrator notes that albeit the Parties disagree regarding the different information in the existing player’s passports, it is undisputed that the Player was registered as a professional with the Appellant for the first time in the 2014/2015 season after he had been trained by the latter in the previous six seasons (season 2008/2009 to season 2013/2014). The Parties agree that the Player was registered with the Appellant as a professional for three seasons until the 2016/2017 season. Notwithstanding the conflicting information in the player’s passports, it is further undisputed that the Player was then registered with Red Star FC and FK Utenis as an amateur. It is also undisputed that the Player was registered with Académie des Etoiles as an amateur before his transfer to the Respondent with whom he was re-registered as a professional on 20 September 2018.
101. However, it is disputed whether the Respondent owes the Appellant any training compensation for the Player.
102. The Sole Arbitrator further notes, for the sake of completeness, that, according to the information available, no claim has been filed against the Respondent for payment of training compensation to any of the other clubs mentioned above in connection with the Player’s transfer from those clubs to the Respondent.
103. Thus, the main issues to be resolved by the Sole Arbitrator are:
- a) Is the Respondent obliged to pay training compensation to the Appellant for the training and education of the Player during his time with the latter?
 - b) In the event that a) is answered in the affirmative, what amount of training compensation must the Respondent pay to the Appellant?

A. Is the Respondent obliged to pay training compensation to the Appellant for the training and education of the Player during his time with the latter?

104. As the general provision regarding the training compensation mechanism, Article 20 FIFA RSTP reads as follows:

“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. The principles of training compensation shall not apply to women’s football”.

105. Article 2 Annexe 4 FIFA RSTP recalls that principle, stating:

“1. Training compensation is due when:

- a) a player is registered for the first time as a professional; or*
- b) 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”.

106. It further concretises in its second para. that:

2. Training compensation is not due if:

- a) the former club terminates the player’s contract without just cause (without prejudice to the rights of the previous clubs); or*
- b) the player is transferred to a category 4 club; or*
- c) a professional reacquires amateur status on being transferred”.*

107. However, regarding the situation that a professional reacquires amateur status on being transferred (iii. of the previous provision), Article 3 (2) FIFA RSTP sets out the following:

“No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with article 20”.

108. The Sole Arbitrator notes that it is undisputed that, in the matter at hand, no training compensation mechanism is triggered under the general rule of Article 20 FIFA RSTP or Article 2 (1) Annexe 4 FIFA RSTP. The issue in dispute is rather, whether Article 3 (2) FIFA RSTP applies, respectively whether its prerequisites are fulfilled.

109. In order to assess whether any training compensation is due based on Article 3 (2) FIFA RSTP, the Sole Arbitrator first has to analyse what the prerequisites of said Article are. In this context, the Sole Arbitrator recalls that there is a disagreement between the Parties in this regard, in particular as to how the very last part of said provision and the words “*in accordance with article 20*” shall be understood.
110. The Sole Arbitrator recalls that, in the Appealed Decision, the FIFA DRC stated that the Appellant would, in principle, be entitled to training compensation as per Article 3 (2) FIFA RSTP. However, it pointed out that the FIFA RSTP foresees the payment of training compensations only in case that a Player is either registered for the first time as a professional or is a professional Player transferred between clubs affiliated to different associations. Upon his registration with the Appellant, none of those two options held true for the Player which is why the FIFA DRC considered that the prerequisites of Article 3 (2) FIFA RSTP in combination with Article 20 FIFA RSTP were not fulfilled. The Appellant has a different approach and considers the reference to Article 20 as being to the whole text of Article 20 FIFA RSTP and the whole training compensation scheme and not to the two training compensation triggers mentioned therein.

a. Interpretation of Art 3 (2) FIFA RSTP

111. As a preliminary remark, the Sole Arbitrator observes that several Panels have dealt with the question of how to interpret FIFA statutes and regulations. In CAS 2017/A/5173, with reference to jurisprudence of the Swiss Federal Tribunal (“SFT”), the Panel stated that (see CAS 2017/A/5173 para. 74):
- “The interpretation of the statutes and rules of FIFA starts from the literal meaning of the rule which falls to be interpreted, but must show its true meaning, which is revealed by an examination of the relation with other rules and the context, by the purpose sought and the interest protected, as well as by the intent of the legislator. In this vein, the adjudicating body has to consider the meaning of the rule, looking at the language used, and the appropriate grammar and syntax, but further has to identify the intentions (objectively construed) of the association which drafted the rule. Furthermore the adjudicating body may also take account of any relevant historical background which illuminates the rule’s derivation, as well as the entire regulatory context in which the particular rule is located”.*
112. In CAS 2017/O/5264, 5265 & 5266, the Panel essentially held that Swiss associations have a large degree of autonomy in managing their own affairs. This includes the competence to issue rules relating to their own governance, their membership and their own competitions. Even if this autonomy is not absolute, a considerable amount of deference is to be afforded to the association’s interpretation of its own rules and regulations. As a consequence, the threshold to establish that the association’s interpretation or conduct in respect of the enforcement of one of its rules was unreasonable, is rather high.

i. Literal interpretation

113. In a first step, the Sole Arbitrator recalls that according to Article 3 (2) FIFA RSTP “*no compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with article 20*”.
114. Said Article thus literally states that – contrary to the principle that no training compensation is due if a player reacquires amateur status (mentioned in the first sentence of Article 3 (2) FIFA RSTP) – training compensation is due, if a player re-registers as a professional within 30 months of being reinstated as an amateur. Said Article further states that “[...] *his new club shall pay training compensation in accordance with article 20*” FIFA RSTP.
115. According to the Cambridge Dictionary, if one does something “*in accordance with a rule*”, one follows or obeys it. Thus, the above-mentioned provision states, in other words, that training compensation shall be paid “*obeying Article 20*”. The Sole Arbitrator therefore notes that a strictly literal interpretation of Article 3 (2) FIFA RSTP leads to the conclusion that, in case that Article 3 (2) FIFA RSTP applies, Article 20 FIFA RSTP (and – in the absence of any further guidance or explicit limitations – all of the prerequisites set out therein) must be observed as well.
116. However, the Sole Arbitrator agrees with the Appellant, that some uncertainties remain, if the above-mentioned reference to Article 20 FIFA RSTP is understood as a literal reference to all of the prerequisites set out in said provision.

ii. Context

117. As a preliminary remark, the Sole Arbitrator notes that Article 3 (2) FIFA RSTP is to be considered as an exception to the rule.
118. If analysed closely, Article 20 FIFA RSTP mentions two situations that trigger the training compensation mechanism in general: The first contract as a professional and each time a professional is transferred until the end of the season of his 23rd birthday.
119. Then, the provision provides further “*general*” information regarding the training compensation mechanism. Firstly, that the obligation to pay training compensation arises whether the transfer takes place during or at the end of the player’s contract. Secondly, that the provisions concerning training compensation are set out in Annexe 4 of the FIFA RSTP and thirdly, that the principles of training compensation shall not apply to women’s football.
120. Article 2 (1) Annexe 4 FIFA RSTP confirms the general rule set out in Article 20 FIFA RSTP, explicitly mentioning the two situations that trigger the payment of training compensation. It also seems from the layout of the provision that the age limit of the “*end of the season of his 23rd birthday*” applies to both of these situations. Furthermore, the Article lists a few scenarios where no training compensation is due in its para. 2.

121. Thus, the Sole Arbitrator notes that Article 3 (2) FIFA RSTP is to be considered as an exception from the general rule set out in Article 20 FIFA RSTP and Article 2 (1) Annexe 4 FIFA RSTP.
122. So if Article 3 (2) FIFA RSTP is read in its context, in particular with Article 20 FIFA RSTP, the literal interpretation seems to cause a contradiction. As stated above, Article 3 (2) FIFA RSTP outlines a situation triggering the training compensation mechanism (re-registration as a professional within 30 months after being reinstated as an amateur). This situation is different from the two standard situations that trigger the training compensation mechanism, both set out in Article 20 FIFA RSTP and Article 2 (1) Annexe 4 FIFA RSTP (first registration as a professional or transfer of a professional until the end of the season of his 23rd birthday). It would therefore indeed be strange (and impossible) to require that both, the scenario of Article 3 (2) FIFA RSTP triggering training compensation *and* one of the two scenarios of Article 20 FIFA RSTP triggering training compensation, be fulfilled in order to trigger the payment of training compensation.
123. Therefore, the Sole Arbitrator concludes that the reference of Article 3 (2) FIFA RSTP to Article 20 FIFA RSTP cannot – contrary to what the Appealed Decision suggests – be read as a requirement that one of the two standard situations triggering the training compensation mechanism set out in the latter provision apply, in addition to the situation that makes Article 3 (2) FIFA RSTP applicable in the first place. If the exception from the rule applies, inherently, the rule does not. Therefore, the Sole Arbitrator holds that, based on an interpretation of context, the reference to Article 20 FIFA RSTP is rather to be understood as a reference to the other issues addressed by said provision (payment is due whether the transfer takes place during or at the end of the player’s contract, a further reference to other provisions regarding training compensation in Annexe 4 of the FIFA RSTP and that the principles of training compensation do not apply to women’s football) and the training compensation system as such.
124. Yet, the Sole Arbitrator notes, it remains unclear what club is entitled to training compensation in this scenario.

iii. Purpose and intention

125. The Sole Arbitrator then turns to the purpose and intention of Article 3 (2) FIFA RSTP. Guidance regarding the purpose and intention of a provision in the FIFA RSTP is first and foremost to be sought in the Commentary.
126. According to the Commentary, the training compensation system – in general – establishes a framework whereby clubs that invest in training and educating young players are rewarded whenever a player that they trained becomes a professional, thus encouraging clubs to invest in youth development. Clubs that do not invest in training and educating young players are made to reimburse the clubs who train the players that become professional (defined as “training clubs”), as in principle they benefit from the training and education provided by those training clubs.

127. According to the Commentary, Article 20 FIFA RSTP does no more than summarise the main principles of the system, whereas the technical details are set out in Annexe 4. The Sole Arbitrator notes that the only principle analysed under said article is the non-applicability to women's football – for all the other principles, reference is made to Annexe 4.
128. Regarding the events triggering an entitlement to training compensation, the Commentary provides guidance in the context of Article 2 Annexe 4 FIFA RSTP. The Sole Arbitrator notes that the two main situations that trigger training compensation mentioned in Article 20 FIFA RSTP are mirrored in Article 2 (1) Annexe 4 FIFA RSTP, as the Commentary states (p. 288): *“In simple terms, training compensation is due if either of the following situation occurs [...]”*.
129. In the context of the *“first registration as a professional”* as one of the situations that triggers the entitlement to training compensation, the Commentary mentions the circumstance that a player's first registration as a professional is with the same club where they have trained their whole career (i.e. if they are simply promoted through the ranks from an amateur youth player until they earn a professional contract). This, as the Sole Arbitrator recalls, is exactly the situation of the Appellant. In that case, the Commentary states, no training compensation is due.
130. However, the Commentary points out, if this professional player goes on to transfer from his training club to a club affiliated to a different member association before the end of the calendar year of his 23rd birthday, his training club will be entitled to training compensation for the period he was trained, both as an amateur and as a professional (subject to the relevant limits).
131. Yet, the Sole Arbitrator notes that this only seems to apply if the player is transferred as a professional (and not if he is reinstated as an amateur, as is the case in the matter at hand): As stated above, Article 2 (2) Annexe 4 FIFA RSTP sets out three situations precluding an entitlement to training compensation, in particular the one of a player reacquiring amateur status on being transferred (lit. c). According to the Commentary, no training compensation is due in that situation because of the principle that training compensation should only apply if the player acquires or holds professional status (p. 292).
132. In the context of Article 2 (2) Annexe 4 FIFA RSTP, the Commentary further holds that:
- “If a player does not exhibit the skills required to play professional football, the investment in their training should not be compensated. Extending the requirement to pay compensation to amateur players would result in an unjustified and burdensome expense for the amateur game, which would in turn risk ruining the grass-roots football that is crucial for the game's development.*
- However, if a player re-registers as a professional within 30 months of being registered as an amateur, their new club will be required to pay training compensation⁵¹²”¹.*

¹ In footnote 512, the Commentary refers to Article 3 (2) FIFA RSTP.

133. In the context of Article 3 (2) FIFA RSTP, the Sole Arbitrator then notes that the Commentary states the following:

“The second sentence of article 3 paragraph 2 complements article 2 paragraph 2 (iii) of annexe 4. It is designed to prevent abuse regarding the payment of training compensation, or any attempt to circumvent these provisions. The fact that no training compensation is due if a professional player reacquires amateur status upon being transferred flows logically from the principle that training compensation is only payable where the player concerned acquires or maintains professional status. If the player lacks the ability required to play football at professional level, there is no requirement to compensate their training club(s) for the investment they have made in training the player. However, if a player re-registers as a professional within 30 months of being registered as an amateur, their new club may be required to pay training compensation. This requirement cannot be circumvented simply by registering the player as an amateur and then re-registering them as a professional shortly afterwards” (p. 26).

134. For further details, the Commentary refers to the relevant chapter on training compensation. Indeed, the Sole Arbitrator notes, there is – in the context of Article 2 (2) Annexe 4 FIFA RSTP – further guidance regarding Article 3 (2) FIFA RSTP:

“This provision is designed to prevent attempts to circumvent the system. It should not be possible to avoid training compensation simply by registering the player as an amateur and then re-registering them as a professional shortly afterwards. By specifying that training compensation should be paid under these circumstances in accordance with article 20, the Regulations makes [sic] clear that all the relevant requirements concerning any entitlement to training compensation must be met if the player later regains professional status. This means that the re-registration as a professional player must occur before the end of the calendar year in which the player celebrates their 23rd birthday” (p. 292).

135. As to what club is entitled to training compensation in this scenario, the Sole Arbitrator notes that the Commentary states:

“In the recent jurisprudence of the DRC, only the club(s) with which the player was registered as an amateur directly prior to their ‘re-registration’ as a professional is (are) entitled to training compensation. A club that has trained and educated an amateur who is able to reacquire professional status – by latest the calendar year of his 21st birthday – should be rewarded accordingly. This scenario is comparable to that of a player registered for the first time as professional. As a result, the DRC recognises that article 2 paragraph 1 (a) of annexe 4 applies. This recognition concurs with the ratio legis of the training rewards system” (p. 292, emphasis added).

136. With regards to the timely limitation of the re-acquirement of professional status until the calendar year of the player’s 21st birthday, for the sake of completeness, the Sole Arbitrator notes that the Commentary states that *“only the clubs that trained the player up to (and including) the calendar year of their 21st birthday are entitled to receive training compensation”* (Article 1 (1) Annexe 4 FIFA RSTP, regarding the objective, purpose and scope of training compensation, p. 284).

137. The Commentary, in the context of Article 2 (2) Annexe 4 FIFA RSTP, further states that:

“On the other hand, there does not seem to exist a logical basis to compensate the club where the player was last registered as a professional before they reacquired amateur status. In strict application of article 20 of the Regulations (to which article 3 paragraph 2 refers), the DRC has rejected claims from such clubs, given that this scenario is neither the subsequent transfer of a professional, nor has the club contributed to the player (re)acquiring professional status and subsequently their (second) first registration as a professional” (p. 292, emphasis added).

138. As a summary of the above-stated, the Sole Arbitrator notes that Article 3 (2) FIFA RSTP, as an exception to the rule, was and is meant to apply in the scenario that a player re-registers as a professional within 30 months after being reinstated as an amateur.
139. The club “benefitting” from this rule (thus, being entitled to training compensation) is the last club where the player was registered as an amateur before being re-registered as a professional. This is comparable to a first registration as a professional as one of the scenarios set out in the ground rule of Article 20 FIFA RSTP, which – as per reference – shall be observed when Article 3 (2) FIFA RSTP is applied. The club where the player was last registered as a professional before reacquiring amateur status, on the other hand, is not entitled to training compensation. Except, and that seems self-evident in light of the ratio of Article 3 (2) FIFA RSTP, if the club the player is transferred to reinstates the player as an amateur before re-registering the player as a professional, within the time limit of 30 months. In that scenario, and if all the other requirements are fulfilled, the club where the player was last registered as a professional is obviously entitled to training compensation.
140. The Sole Arbitrator notes that this interpretation is in line with the intention and purpose of the training compensation system in general – that clubs that invest in training and educating young players are rewarded whenever a player that they trained becomes a professional (on being transferred). Also, potential abuse or attempts to circumvent the provisions regarding training compensation are prevented.

iv. In sum

141. Considering all the different interpretations above, the Sole Arbitrator comes to the conclusion that training compensation in the context of Article 3 (2) FIFA RSTP:
- is to be considered as an exceptional scenario compared to the two main scenarios triggering training compensation set out in Article 20 FIFA RSTP;
 - is due if a player re-registers as a professional within 30 months after being reinstated as an amateur;
 - can be claimed by the last club where the player was registered as an amateur before being re-registered as a professional as this is similar to the situation of the first registration as a professional;

- can only be claimed if this last club trained the player up to (and including) the calendar year of his 21st birthday;
 - arises whether the transfer takes place during or at the end of the player's contract (see Article 20 FIFA RSTP who refers to Annexe 4 for further provisions regarding training compensation and states that the principles of training compensation shall not apply to women's football).
142. In the light that CAS jurisprudence recognizes that associations (and FIFA) have a considerable amount of deference regarding the interpretation of their own rules and regulations, the Sole Arbitrator considers that the interpretation of Article 3 (2) FIFA RSTP according to the Commentary (however, not necessarily according to the Appealed Decision), must be observed.
- b. Consequences**
143. Having set out all the above, the Sole Arbitrator now addresses the particularities of the case at hand.
144. He first notes that it is undisputed that the Player was registered as a professional with the Appellant for three seasons (season 2014/2015 to season 2016/2017), after having played for the latter as an amateur for six seasons. Notwithstanding the conflicting information in the different player's passports, it is undisputed that the Player – after having left the Appellant – was reinstated as an amateur with Red Star FC on 5 January 2017.
145. It is further undisputed that the Player signed a professional contract with the Respondent on 20 September 2018, in the season of his 22nd birthday. Thus, undisputedly, he was re-registered as a professional within 30 months after being reinstated as an amateur.
146. It is further undisputed that the Appellant was not the last club where the Player was registered as an amateur, as the Player was undisputedly registered as a professional with the Appellant before he left the latter. Rather, the Parties agree that the last amateur club the Player was registered with (notwithstanding the conflicting information in the player's passports), was Académie des Etoiles. From there, the Player was transferred to the Respondent, where he was re-registered as a professional.
147. Furthermore, none of the (conflicting) player's passports on file explicitly states that the Player would have reacquired his status as a professional by the latest in the calendar year of his 21st birthday: The player's passports do either not mention anything in this regard or state the contrary. Much more so, the Parties agree that the Player re-registered with the Respondent as a professional on 20 September 2018, thus after the calendar year of his 21st birthday.
148. Thus, the Sole Arbitrator concludes that the prerequisites set out above (cf. §141) are not fulfilled.

149. Although for other reasons than suggested in the Appealed Decision, the Sole Arbitrator therefore finds that the Appellant cannot claim training compensation from the Respondent.
150. The Sole Arbitrator notes that this is even more true as there is no indication that the Respondent intended to circumvent its obligation to pay training compensation. There were several transfers in-between the Player's reinstatement as an amateur and his re-registration as a professional and it is rather unlikely that three clubs, all of different nations, would have been involved to orchestrate a simulated transfer history. Thus, there does not seem to be any misuse of rights in the matter at hand.
151. Therefore, the Appellant is not entitled to claim training compensation in the sense of Article 3 (2) FIFA RSTP of the Respondent. As a consequence, further elaborations with regard to a potential amount of training compensation (question b set out above) become obsolete.
152. As a consequence, the Appeal is dismissed in its entirety and the Appealed Decision is upheld.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Association Omnisport Centre Mbérie Sportif on 12 April 2021 against Union Sportive Tataouine against the Decision of the FIFA Dispute Resolution Chamber of 1 February 2021 is dismissed.
2. The Decision of the FIFA Dispute Resolution Chamber of 1 February 2021 is confirmed.
3. (...).
4. (...).
5. All other or further requests or motions for relief are dismissed.