

**CAS 2024/A/10470 Havre Athletic Club Football Association v. Association Sportive du Kaloum SA**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

President: Dr Vanja Smokvina, Professor of Law in Rijeka, Croatia

Arbitrators: Mr Mark Andrew Hovell, Solicitor in Manchester, United Kingdom  
Mr Rui Botica Santos, Attorney-at-Law in Lisbon, Portugal

**in the arbitration between**

**Havre Athletic Club Football Association, France**

Represented by Mr Serge Vittoz, Attorney-at-Law, Charles Russell Speechlys SA, Switzerland  
and Mr Gauthier Moreuil, Attorney-at-Law, SELAS Péchenard & Associés, France

**- Appellant –**

**and**

**Association Sportive du Kaloum SA, Guinea**

Represented by Mr Jan Schweele, Attorney-at-Law, Berlin Sports Law Schweele & Associates,  
Germany

**- Respondent -**

## **I. THE PARTIES**

1. Havre Athletic Club Football Association, (the “Appellant” or “Le Havre”), is a professional football club from France, affiliated to the French Football Association (the “FFF”), which, in turn, is affiliated with the Union of European Football Associations (“UEFA”) and the Fédération Internationale de Football Association (“FIFA”).
2. Association Sportive du Kaloum SA (the “Respondent” or “AS Kaloum”), is a football club from Guinea, affiliated to the Guinean Football Federation (“FEGUIFOOT”). Star Académie de Kaloum, as a subsidiary, is the Respondents’ academy for the development of young players. FEGUIFOOT in turn, is affiliated with the Confédération Africaine de Football (“CAF”) and FIFA.
3. The Appellant and the Respondent are hereinafter collectively designated as the “Parties”.

## **II. FACTUAL BACKGROUND**

4. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties. Additional facts and allegations may be set out, where appropriate, in connection with the legal discussion that follows. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.
5. Mr Salifou Soumah (the “Player”) is a Guinean professional football player, born on 3 October 2003.
6. As demonstrated by the Player’s passport issued by FEGUIFOOT on 2 November 2022 (the “FEGUIFOOT Player’s passport”), the Player started playing football when he was 11-year-old and was registered, as an amateur, with his first club, Académie Atouga, from 1 September 2014 until 31 July 2017.
7. From 24 November 2017 until 31 July 2020, the Player was registered, as an amateur, with the Respondents’ youth team at Star Académie de Kaloum.
8. On 1 August 2020, AS Kaloum and the Player concluded a professional employment contract, valid as of 1 August 2020 and for a period of two years, i.e., for the 2020/2021 and 2021/2022 seasons (the “First Contract”).
9. Although the Player signed a professional contract, he was still registered as amateur according to the FEGUIFOOT Player’s passport.
10. Furthermore, although in the FEGUIFOOT Player’s passport, the Player was registered as amateur with the Respondent until 31 July 2021, according to the attestation of the

Secretary General of the Respondent, the Player was under the contract with the Respondent, until 31 December 2021.

11. On 5 January 2022, the Respondent and Kayserispor Kulübü Kerneği (“Kayserispor”), a football club from Turkey, signed a transfer agreement regarding the transfer of the Player to Kayserispor (“the Transfer Agreement”). In its relevant part the Transfer Agreement reads as follows:

“[...]”

2. *Subject of the [Transfer Agreement]*

[....]

- b. *Parties hereby jointly agree and declare that [the Player] has joined Kayserispor and shall continue his activities as a football player with Kayserispor.*

3. *Terms*

- a. *Parties hereby jointly agree that no compensation under any name shall be claimed from each other for services of [the Player].*
- b. *AS Kaloum hereby waives right to raise a claim before competent judicial and arbitral bodies regarding Solidarity and Training Compensation entitlements which are regulated under respective article 20 and 21 of FIFA RSTP in an irrevocable manner.*
- c. *Kayserispor hereby warrants to allocate 15% of the income to AS Kaloum if [the Player] completes a transfer to a third club during the term of employment with Kayserispor. If [the Player] completes a transferrin the form of exchange of players, market values of the players involved in the exchange agreement on transfermarkt.com shall be based for calculation of AS Kaloum’s entitlement. [...]”*

12. On the same day, 5 January 2022, the Player and Kayserispor signed an employment contract (the “Second Contract”) valid until 31 May 2024 with the signing of the Player announced on the Kayserispor official webpage in January 2022.
13. The Second Contract with Kayserispor was never registered before the Turkish Football Federation (the “TFF”) and Kayserispor, which is evident from the TFF Player’s passport.
14. On 11 March 2022, after two months with Kayserispor, the Player was registered as an amateur with the Turkish amateur club Yerkoyspor until 30 August 2022, as stated in the TFF Player’s passport and the FIFA Player’s passport details contained in the Appealed decision (“FIFA Player’s passport”).
15. Although the Player was registered with Yerkoyspor, the Second Contract, between Kayserispor and the Player was not terminated and the related obligations which derived from that contract, remained applicable.
16. Since Kayserispor stopped fulfilling its contractual obligation, i.e. paying the salaries to the Player from March 2022, the Player submitted a claim before the FIFA Tribunal against Kayserispor for breach of the Second Contract.

17. In a decision of 14 September 2022, with Ref. FPSD-6634, the FIFA Dispute Resolution Chamber (the “FIFA DRC 2022 Decision”) acknowledged the existence and validity of the Second Contract, accepted the Player’s claim and decided that:

*“[...] 2. The Respondent, Kayserispor, has to pay to the [Player], the following amount(s):*

- *EUR 700 as outstanding remuneration plus 5% interest p.a. as from 1 March 2022 until the date of effective payment;*
- *EUR 700 as outstanding remuneration plus 5% interest p.a. as from 31 March 2022 until the date of effective payment;*
- *EUR 700 as outstanding remuneration plus 5% interest p.a. as from 1 May 2022 until the date of effective payment;*
- *EUR 700 as outstanding remuneration plus 5% interest p.a. as from 31 May 2022 until the date of effective payment;*
- *EUR 785 as flight expenses;*
- *EUR 14,000 as compensation for breach of contract without just cause plus 5% interest p.a. as from 06 July 2022 until the date of effective payment. [...]”*

18. In August 2022, the Player concluded an employment contract with the Appellant, and was registered, for the first time, as a professional, from 31 August 2022 (the “Third Contract”), according to the TFF Player’s passport and the FIFA Player’s passport, as detailed in the Appealed Decision.

19. On 19 January 2023, the Respondent lodged a claim with the FIFA Dispute Resolution Chamber (the “FIFA DRC”) against the Appellant and requested EUR 243,287.67 as training compensation for the first registration of the Player as a professional with the Appellant plus 5% interest p.a. as of the due date, until the date of effective payment.

20. On 14 December 2023, the FIFA DRC issued the decision with Ref. TMS 12183, in the dispute between the Appellant and the Respondent (the “Appealed Decision”), which conclusions were as follows:

*“[...]1. The claim of the Claimant, [AS Koloum], is partially accepted.*

*2. The Respondent, [Le Havre], has to pay to the Claimant the amount of EUR 231,698.62 as training compensation plus 5% interest p.a. as from 1 October 2022 until the date of effective payment.*

*3. Any further claims of the Claimant are rejected.*

*4. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*

*Pursuant to article 24 of the Regulations on the Status and Transfer of Players if full payment (including all applicable interest) is not paid within 45 days of notification of this decision, the following consequences shall apply:*

*1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of three entire and consecutive registration periods.*

*2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not paid by the end of the of the three entire and consecutive registration periods.*

*5. The consequences shall only be enforced at the request of the Claimant in accordance with article 24 paragraphs 7 and 8 and article 25 of the Regulations on the Status and Transfer of Players.*

*6. The final costs of the proceedings in the amount of USD 25,000 are to be paid to FIFA reference to case no. TMS 12183 (cf. note relating to the payment of the procedural costs below) as follows:*

- the amount of USD 5,000 shall be paid by the Claimant; and*
- the amount of USD 20,000 shall be paid by the Respondent.”*

21. On 22 March 2024, the grounds of the Appealed Decision were notified to the Appellant.
22. The Panel notes that the factual situation is limited to the above. No further documentation has been received from the Parties in the present proceedings.

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

23. On 29 March 2024, the Appellant filed its Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) against the Respondent and FIFA, pursuant to Article R47 and R48 of the Code of Sports-related Arbitration (2023 edition) (the “CAS Code”) and nominated Mr Mark Andrew Hovell, as arbitrator in the present matter.
24. On 10 April 2024, the Respondent requested the appointment of a sole arbitrator from the football list and agreed on English as the language of the present proceedings.
25. On 17 April 2024, the CAS Court Office informed the Parties that, unless the Appellant expressly accept the Respondent’s request to refer the matter to a sole arbitrator, the initial composition of the tribunal, as requested by the Appellant, would be confirmed.
26. On 11 April 2024, FIFA requested to be excluded from these proceedings. The Appellant accepted this request on 17 April 2024 and confirmed the withdrawal of the Appeal against FIFA, which the Appellant accepted on 17 April 2024.
- 27.
28. On 19 April 2024, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.
29. On 22 April 2024, the CAS Court Office, pursuant to Article R55 of the CAS Code, invited the Respondent to submit its Answer
30. On 23 April 2024 the CAS Court Office, noting that the Appellant remained silent and did not formally accept the Respondent’s proposal to refer the matter to a sole arbitrator, confirmed, on behalf of the Division President, that the arbitral tribunal would have been composed by three CAS Members.

31. On 15 May 2024, the Respondent nominated Mr Rui Botica Santos, as arbitrator in the present matter.
32. On 22 July 2024, the Respondent, within the relevant deadline, filed its Answer and objected the admissibility of the untranslated documents in French instead of English and new evidence, submitted by the Appellant.
33. On 23 July 2024, the CAS Court Office invited the Appellant to comment on the Respondent's objections and invited the Parties to inform, *inter alia*, whether they request a hearing to be held in this matter
34. On 29 July 2024, pursuant to Article R54 of the CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter was composed as follows:  
  
President of the Panel: Dr Vanja Smokvina, Professor of Law in Rijeka, Croatia  
  
Arbitrators: Mr Mark Andrew Hovell, Solicitor in Manchester, United Kingdom  
Mr Rui Botica Santos, Attorney-at-Law in Lisbon, Portugal.
35. On 7 August 2024, the Appellant asked the Panel to dismiss the Respondent's request for the inadmissibility of the untranslated documents and new evidences due to the fact that those documents were in the Respondent's country's official language and known to the Respondent previously, but in case the Panel decided to have them translated into English, the Appellant would provide the translation of documents from French. Finally, the Appellant respectfully requested that the time limit for the Parties to decide whether they would prefer for a hearing to be held be annulled and fixed after the decision of the Panel on the above.
36. On 3 September 2024, the CAS Court Office inform the Parties that the Panel has duly considered the issue of the admissibility of documents filed in French, without translation, and has decided that since the language of the procedure is English, the Appellant shall file an English translation of any document (or portion of any document) it wishes the Panel to consider. The Parties were warned that untranslated documents would not be considered by the Panel.
37. On 12 September 2024, the Appellant filed the remaining documents translated from French to English language.
38. On 2 October 2024, the Appellant requested to admit new evidence in the procedure, i.e. the FIFA DRC Decision REF TMS 13757 of 1 October 2024 between Académie Atouga, Guinea and the Appellant (hereinafter the "Atouga DRC Decision") in which the Académie Atouga's claim against the Appellant was rejected, although the factual circumstances of the case are equal to those in the present case. By a letter dated 2 October 2024, the CAS Court Office invited the Respondent to comment on such

request by 7 October 2024. Furthermore, the CAS Court Office invited the Parties, within the same time limit, to inform the CAS Court Office whether they requested a hearing in this matter

39. On 7 October 2024, the Appellant and the Respondent informed that they did not consider a hearing to be necessary. In addition, the Respondent objected to the Appellant's request to admit new evidence and asked the Panel to deem as inadmissible and disregard it.
40. On 10 October 2024, the Appellant in its letter objected to the Respondent's comments which go beyond the issue of admissibility of the Atouga DRC Decision as not requested by the Panel and asked the Panel to declare such comments as inadmissible.
41. On 1 November 2024, the CAS Court Office informed the Parties that the Atouga DRC Decision is admitted to the file and that the all Respondent's comments are admitted, too. Furthermore, the Panel invited the Appellant to briefly rebut those Respondent's comments, if necessary. The Parties were also invited to comment on the fact that the Atouga DRC Decision seems to allow a "registerable" contract (*in casu*, with Kayserispor) to be taken into consideration for the purposes of training compensation, whereas the wording of the FIFA RSTP is "registered". Finally, within the same deadline, the Appellant was invited to explain how and exactly when it discovered the evidence that was not introduced before the FIFA DRC and provide evidence demonstrating that the alleged professional contract between it and the Player was never finalised.
42. On 18 November 2024, both the Appellant and the Respondent submitted their written submissions and responses to the Panel request.
43. On 6 December 2024, the Appellant changed its position regarding a hearing and asked the Panel to have a hearing in the present case. The CAS Court Office, asked the Respondent to comment on the Appellant request.
44. On 12 December 2024, the Respondent stated that the hearing in the case is not needed and asked the Panel to render an award based on the file. The Panel later confirmed that it deemed itself sufficiently well-informed to issue an award without the need to hold a hearing.
45. On 29 January 2025, the CAS Court Office sent the Order of Procedure to the Parties, which was duly signed within the relevant deadline.

#### **IV. THE PARTIES' SUBMISSIONS**

46. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Panel, however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

**A. The Appellant's submissions**

47. The Appellant respectfully requested the following prayers for relief:

- "1. The Appeal submitted by [the Appellant] is upheld.*
- 2. The decision issued on 14 December 2024 by the FIFA Dispute Resolution Chamber in the matter with ref. TMS 12183 is annulled.*
- 3. The claim filed by [the Respondent] for the payment by [the Appellant] of the training compensation for the transfer of the Player is dismissed.*
- 4. [The Respondent] is ordered to pay the entirety of the arbitration costs.*
- 5. [The Respondent] is ordered to pay a significant amount, to be determined by the Panel, as contribution towards [the Appellant's] legal fees and other expenses incurred in connection with the proceedings.*
- 6. All other or further motions or requests for relief are dismissed."*

48. In summary, the Appellant submitted the following arguments in support of its claim:

- The Player and the Respondent signed the First Contract and the Player should have been registered as professional as of 1 August 2020 and for a period of two years, i.e., for the 2020/2021 and 2021/2022 seasons;
- Although the Player signed a professional contract, he was still registered as amateur according to the FEGUIFOOT Player's passport;
- On 5 January 2022, the Respondent and Kayserispor signed the Transfer Agreement regarding the transfer of the Player to Kayserispor and on the same day the Player signed the Second Contract with Kayserispor;
- Although the Player signed a professional contract, such contract was not registered by the TFF in the TFF Player's passport;
- The signing of the contract professional contract between the Player and the Appellant is actually the third professional contract signed by the Player and the FIFA RSTP Article 20 should not be applied towards the Appellant since the Player should have been already registered as professional twice before signing with the Appellant.

**B. The Respondent's submissions**

49. In its Answer, the Respondent requested the following prayers for relief:

- "1. That the present Answer to the Appeal be deemed admissible.*
- 2. That the documents enclosed by the Appellant without English translation be considered inadmissible.*
- 3. That the new evidence enclosed by the Appellant be considered inadmissible;*
- 4. That the Appeal be rejected in totum;*



5. *That the Appealed Decision be confirmed in totum and that the initial claim of the Respondent be fully accepted;*
  6. *That the Appellant be ordered to bear the entire cost and fees of the present arbitration, as well as to the proceedings before the FIFA DRC;*
  7. *That the Appellant be ordered to pay the Respondent a contribution towards legal fees and other expenses incurred in connection with the proceedings in an amount not less than CHF 10,000, or the amount deemed fair by the Sole Arbitrator.”*
63. In summary, the Respondent submitted the following arguments in support of its position:
- The Respondent denies ever having concluded an employment contract with the Player and contests the validity of the First Contract. Furthermore, given the complete absence of any financial records or receipts, the criterion for professional status is not met, as no payments were made by the Respondent to the Player;
  - The Player was never paid by the Respondent for the whole period the Player was registered as the Respondent’s Player, nor has the Appellant proved that the Player was paid more for his footballing activities than the expenses he effectively incurs;
  - The Player was registered for the first time as a professional player after signing the Third Contract with the Appellant;
  - Kayserispor's failure to register the Player as a professional does not compromise the Respondent's right to receive training compensation for the period during which it trained the Player, since the amounts received by the Player from Kayserispor constituted compensation for the breach of the contract committed by the latter;
  - Since the contract was unilaterally terminated and the Player was unable to play, due to not being registered with Kayserispor, he joined the Turkish club Yerkoyspor and was registered as an amateur;
  - The Atouga DRC Decision is *contra legem*, as it contradicts the explicit provisions and underlying intent of the FIFA RSTP, Article 20 and Article 5, para 1.

## V. JURISDICTION OF THE CAS

64. As previously described, in the present case CAS is deciding upon an Appeal against a decision of the FIFA Tribunal, or more concretely, against the FIFA DRC Decision Ref. Nr. TMS 12183.
65. Article R47 para. 1 of the CAS Code states:

*“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 it prior to the appeal, in accordance with the statutes or regulations of that body.”*

66. Article 57 para 1. of the FIFA Statutes states as follows:

*“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 receipt of the decision in question.”*

67. The jurisdiction of the CAS, which is not disputed by the Parties, derives from Article R47 of the CAS Code and Article 57 para 1 of the FIFA Statutes. Furthermore, the jurisdiction of the CAS is further confirmed by the Order of Procedure duly signed by the Parties. Therefore, the CAS has jurisdiction to decide the present dispute between the Parties.

## **VI. ADMISSIBILITY**

68. Article R49 of the CAS Code provides as follows:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late”.*

69. Article 57 para 1 of the FIFA Statutes reads as follows:

*“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 receipt of the decision in question”.*

70. According to Article 15, para 5 of the FIFA Procedural Rules Governing the Football Tribunal, “[t]he time limit to lodge an appeal begins upon notification of the grounds of the decision”.

71. The grounds of the Appealed Decision were notified to the Appellant on 22 March 2024.

72. The Appellant, in accordance with Articles R47 and R48 of the CAS Code, filed its Statement of Appeal to CAS on 29 March 2024 and, in accordance with the Article R51 of the CAS Code, the Appeal Brief on 19 April 2024.

73. Since the Statement of Appeal was timely filed, as accepted by the Respondent, and complied with the requirements set by Articles R47 and R48 of the CAS Code, accordingly, the Appeal is admissible.

## VII. APPLICABLE LAW

74. Article R58 of the CAS Code provides that:

*“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.”*

75. The FIFA Statutes in the Article 56 para 1 states that:

*“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, football agents and match agents.”*

76. In the para 2 of the Article 56 of the FIFA Statutes it is determined 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.”*

77. The Panel notes that FIFA, whose body, i.e. the FIFA Tribunal and its DRC, as the body which has issued the challenged decision, has the seat in Zurich, in Switzerland.

78. In addition, the Panel observes that by signing the Order of Procedure, the Parties accepted to apply the CAS Code.

79. Since in the present case, the Parties have not agreed upon any applicable law. Consequently, pursuant to Article R58 of the CAS Code, the present dispute shall be decided primarily by FIFA rules and regulations, and subsidiarily by Swiss law, which is not contested by the Parties.

80. According to the Article R57(1) of the CAS Code, *“The Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance”*.

81. In line with that, the Panel notes that the facts and the law are examined *de novo* by the Panel in accordance with the power bestowed on it by Article R57 of the CAS Code. The Panel is therefore not limited to the facts and legal arguments of the previous instance.

## VIII. MERITS OF THE CLAIM

### A. The Player's status

82. In the following section, the Panel will address the question regarding the Player's status as amateur or professional.
83. It is undisputed by the Parties, and confirmed by all Player's passports data, i.e. the FEGUIFOOT Player's passport, the TFF Player's passport and the FIFA Player's passport, that the Player started playing football when he was 11-year-old and was registered, as an amateur, with his first club, Académie Atouga, from 1st September 2014 until 31 July 2017.
84. Furthermore, it is undisputed by the Parties, and confirmed by both Player's passports data, that from 24 November 2017 until 31 July 2020, the Player was registered, as an amateur, with the Respondent's youth team at Star Académie de Kaloum, i.e. was registered as an amateur player of the Respondent, since the youth team at Star Académie de Kaloum, according to FEGUIFOOT's certificate letter dated 19 September 2022.
85. On 1 August 2020, the Respondent and the Player concluded the First Contract, signed by both parties, valid as of 1 August 2020 and for a period of two years, i.e., for the 2020/2021 and 2021/2022 seasons.
86. In its Answer the Respondent stated that it does not acknowledge and denies the authenticity of the First Contract. Further, it confirmed that such a contract never took effect and that the Player was never paid any amounts while registered with the Respondent, as he continued to play as an amateur until the end of his registration on 31 July 2022.
87. The Panel wants to stress here that according to the attestation of the Secretary General of the Respondent, the Player was under contract with the Respondent until 31 December 2021 and not 31 July 2022.
88. On 5 January 2022, the Respondent and Kayserispor signed the Transfer Agreement regarding the transfer of the Player to Kayserispor and on the same day the Player signed the Second Contract.
89. Regarding the issue of the Second Contract, the Panel stressed that the existence of the Second Contract is confirmed by FIFA DRC 2022 Decision in which the FIFA DRC acknowledged the existence and validity of the Second Contract, accepted the Player's claim and ordered Kayserispor to pay to the Player outstanding salaries for the period March - May 2022, flight expenses and the compensation for breach of contract without *just cause*.

90. What is contested is the fact that the Player was never registered as Kayserispor player, as is confirmed by the Player's passport documents.
91. On 11 March 2022, the Player was registered as an amateur with the Turkish amateur club of Yerkoyspor until 30 August 2022, as stated in the TFF and FIFA Player's passport, although the Second Contract was not terminated and the related obligations which derive from that contract, remained applicable, as confirmed in the end by the FIFA DRC 2022 Decision.
92. In August 2022, the Player concluded the Third Contract and was registered, for the first time, as a professional, from 31 August 2022, according FIFA Player's passport details.
93. To sum up, the Panel notes that the Player has signed three different contracts, one of which the validity is disputed by the Respondent, but was registered as a professional only after signing the Third Contract with the Appellant in August 2022.
94. According to the Article 2 para. 2 of the FIFA RSTP, "[a] *professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs*".
95. The Panel has carefully analysed all submissions and facts provided by the Parties in the present case pertaining to the question of the status of the Player and has reached the following conclusions.
96. The Panel concludes that all three contracts the Player has signed fulfil the elements of the definition of a professional player determined by the Article 2 para 2 of the FIFA RSTP. In the First Contract stipulated with the Respondent, whose validity is disputed by the Respondent, the Player had the right to a monthly net salary of GNF 3.000.000,00 which corresponds to approx. CHF 315,00. In the Second Contract stipulated with Kayserispor the Player had the right to a monthly salary of EUR 700,00, while for the Third Contract stipulated with the Appellant it is not disputed that the Player was a professional and he was also registered as a professional player.

## **B. Registration of the Player**

97. In this section, the Panel will focus on the issue of the Player's registration.
98. According to the Article 7, para 3 of the FIFA RSTP:

*"The Electronic Player Passport is an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12th birthday. It shall be generated in circumstances as defined in the FIFA Clearing House Regulations."*

99. According to the FIFA RSTP Commentary (2023 Edition):

*“[...] The raison d’être of the concept of a player passport is inextricably linked to the training reward regimes. A player passport contains the key data about a player’s career history, based on which relevant training rewards are calculated. The accuracy of player registration data contained in a player passport is thus crucial for the good functioning of the training reward system established by the Regulations. [...]”*

100. In the present case, according to the Player’s passports, both the one issued by FEGUIFOOT and the TFF along with the one of FIFA, the Player was registered for the first time as professional when signed the contract with the Appellant.
101. Along with the Player’s passports, FIFA in its document called FIFA determination on the Electronic Player Passport 27623 for the player SALIFOU SOUMAH (Nationality: Guinea – Male – Date of birth: 3 October 2003 – FIFA ID: 1938RZ2) issued for the international transfer of the Player from the Appellant to the Azerbaijan club Zira PFK on 2 August 2023, confirmed that the Player was for the first time registered when signed with the Appellant.
102. In Article 20 of the FIFA RSTP the training compensation is defined as follows:
- “Training compensation shall be paid to a player’s training club(s): (1) when a player is registered for the first time as a professional, and (2) each time a professional is transferred until the end of the calendar year 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.”*
103. Here the Panel notes that is important to stress that FIFA by its Circular No. 1709 dated 13 February 2020 amended the wording of the Article 20 FIFA RSTP by changing the wording *“Training compensation shall be paid to a player’s training club(s): (1) when a player signs his first time contract as a professional [...]”* into *“Training compensation shall be paid to a player’s training club(s): (1) when a player is registered for the first time as a professional [...]”* (emphasis added).
104. To sum up, according to the Article 20 of the FIFA RSTP the important fact, or the trigger for the training compensation entitlement is the registration of the player as professional.
105. In conclusion, what is contested, is the status of the Player as a registered player before FEGUIFOOT and the TFF. Even though the Player signed the First and the Second Contracts, he was still registered as an amateur player according to the FEGUIFOOT and the TFF Player’s passports.
106. The only professional registration occurred with the Appellant.

### C. Inconsistency between two FIFA DRC Decisions

107. In the present section, the Panel will focus on the existence of two FIFA DRC Decisions which do have the same factual circumstances upon which material law has been applied but the decisions are different regarding when the Player was registered as professional for the first time.
108. In the Appealed Decision, FIFA DRC concluded that the Player was registered for the first time as professional with the Appellant and that since the TFF Player's passport does not contain any registration period with Kayserispor, it shows that in the event the Respondent was in negotiation with the Turkish club, his registration with the latter never occurred.
109. In the Atouga DRC Decision, the DRC decided on same complex of facts involving the same Player and the Appellant, in a case between the Appellant and the club Académie Atouga, club for which the Player was registered for the first time in his life, i.e. from 1 January 2015 until 31 July 2017, immediately before being registered with the Respondent.
110. Here the FIFA DRC stated that the recognition of the existence of the employment contract between the Player and Kayserispor, i.e. the Second Contract, by the FIFA Football Tribunal clearly contradicts the content of the TFF player's passport, in which Kayserispor is not mentioned and that the contract between the Player and Kayserispor meets the criteria of Article 2, para. 2 of the FIFA RSTP, determining that the Player was registered with Kayserispor as a professional. That results in the consequence that the Player was registered with Kayserispor as professional before signing for the Appellant. Furthermore, the FIFA DRC indicated that the Player might also have been a professional already with AS Kaloum, i.e. Respondent. As a result, in the Atouga DRC Decision the FIFA DRC rejected the claim of Académie Atouga to claim training compensation from the Appellant as the club for which the Player was registered as professional from the first time.
111. In this regard, the Panel notes that, in accordance with Article R57 of the CAS Code, it has full power to review the facts and the law. In particular, pursuant to the aforementioned provision, the Panel can issue a new decision replacing the Appealed Decision or, alternatively, *"annul the decision and refer the case back to the previous instance"*. In this case the Panel considers that given the fact that there are two FIFA DRC decisions which based on the same factual circumstances have a different outcome, the Appealed Decision shall be annulled. At the same time, considering the circumstances at stake, the Panel considers it appropriate to refer the case back to FIFA so it can examine the Respondent's training compensation claim in this regard along with the evidence that has been provided to the CAS, and determine when the Player actually gained the professional status for the first time.
112. The Panel is aware of the fact that the decision to refer the case back to the previous instance may not be perceived as the most suitable one in accordance with the principles of procedural economy and efficiency, implying more time for the Parties to obtain a

definitive decision that settles their dispute. However, the Panel is convinced that this decision guarantees the better protection of the Parties' right to be heard, respecting their right of a double instance and, at the same time, gives FIFA the opportunity to amend the procedural irregularities of the first instance, enabling it to settle the case within its own jurisdiction, permitting it to consolidate its jurisprudence with regard to such an important subject as the right to claim training compensation in line with the FIFA RSTP Article 20.

113. In this regard, the Panel observes that this decision is in line with the jurisprudence already established by the CAS with regard to Article R57 of the CAS Code, according to which the particular circumstances of a given case can make convenient to refer the case back to the previous instance to partially re-hear the case, with regard to those questions that were not examined in the previous instance. By doing this *"the DRC would be in a position to adopt disciplinary sanctions, if the case"* and the Panel will *"respect the freedom of FIFA in the prior evaluation of the factors which are relevant for the settlement of contractual disputes in accordance with Article 17 of RSTP"* (CAS 2006/A/1301.).
114. In conclusion, since there are two FIFA DRC Decisions which are based on the same facts regarding the registration of the Player but have differently considered the status of the Player after conclusion of the First and the Second Contracts, in a way that in the Atouga DRC Decision it was confirmed that the Player was a professional when signed the Second Contract, with a possibility to have been a professional even before when playing for the Respondent, the Panel decided to annul the Appealed Decision and to refer back to FIFA DRC the matter in dispute with the order for it to render a new decision in which it determines the professional status of the Player during his career.

## IX. COSTS

(...)



## **ON THESE GROUNDS**

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

1. The appeal filed by Havre Athletic Club Football Association against the decision rendered on 14 December 2023 by the Dispute Resolution Chamber of FIFA is partially upheld.
2. The decision rendered on 14 December 2023 by the Dispute Resolution Chamber of FIFA is annulled and the matter referred back to FIFA for decision.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne

Date: 9 May 2025

## **THE COURT OF ARBITRATION FOR SPORT**

Vanja Smokvina  
President of the Panel

Mark Andrew Hovell  
Arbitrator

Rui Botica Santos  
Arbitrator