



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2023/A/10051 Bayelsa United FC v. Maghreb Association Sportive & FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr João Nogueira da Rocha, Attorney-at-law in Lisbon, Portugal

in the arbitration between

Bayelsa United FC, Nigeria

Represented by Mr John Nnona and Mr Pius Ndubuokwu, Attorneys-at-law in Lagos, Nigeria

-Appellant-

Maghreb Association Sportive, Morocco

Represented by Mr Issam Ibrahimi, Attorney-at-law in Casablanca, Morocco

-First Respondent-

and

Fédération Internationale de Football Association (FIFA), Zurich, Switzerland

-Second Respondent-

I. PARTIES

1. Bayelsa United FC (the “Club” or the “Appellant”) is a Nigerian football club affiliated with the Nigeria Football Federation (“NFF”), which in turn is affiliated with the Fédération Internationale de Football Association.
2. Maghreb Association Sportive (“MAS” or the “First Respondent”) is a Moroccan football club affiliated with the Royal Moroccan Football Federation (“FRMF”), which in turn is affiliated with the Fédération Internationale de Football Association.
3. The Fédération Internationale de Football Association (the “Second Respondent” or “FIFA”) is the international governing body of football. FIFA has its headquarters in Zurich, Switzerland.
4. The Club, MAS and FIFA are collectively referred to as the “Parties”. The First Respondent and the Second Respondent are collectively referred to as the “Respondents”.

II. BACKGROUND FACTS

5. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced. Additional facts and allegations found in their written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion which follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.
6. On 30 January 2022, the Nigerian Player Saviour Egan, born on 27 December 2003 (the “Player”), signed an employment contract with MAS, valid until 30 June 2024 (the “Contract”).
7. On 17 January 2023, the Player put MAS in default for outstanding payments (five months salaries and a signing fee).
8. On 2 February 2023, by way of a correspondence addressed to MAS, the Player terminated the Contract in view of the Club’s failure to pay the due amounts and in the absence of reply to the notice of 17 January 2023.
9. On 4 February 2023, the Player filed a claim against MAS before FIFA.
10. On 21 April 2023, after having reached a settlement agreement with MAS, the Player withdrew his claim, and the FIFA Football Tribunal did not issue any decision in this regard.

11. On 15 May 2023, the Player was registered with the Appellant.
12. As per Article 6 of the FIFA Clearing House Regulations (“FCHR”), this international transfer triggered training rewards for the clubs that contributed to the Player’s development.
13. Article 8 (1) FCHR provides that:

“When a training rewards trigger is identified as defined in these Regulations and in accordance with Articles 20 and 21 of the RSTP, a provisional EPP for the relevant player will be generated by TMS”.
14. Consequently, on 15 May 2023, the Player’s provisional Electronic Player’s Passport (“EPP”) was generated.
15. On 2 June 2023, the EPP was released for review.
16. On 8 June 2023, the FRMF intervened on the EPP to upload the ‘proof of registration’ of the Player with its associated club.
17. On 14 June 2023, the EPP was ‘moved into validation’.
18. On 17 August 2023, FIFA approved the new registration data entered by the FRMF and informed the Appellant that the new registration was available and, therefore, the EPP was ‘changed to completion’ in order for the Appellant to be aware of the changes and to upload any relevant documents in relation to that. In particular, FIFA explicitly requested the Appellant ‘submission of documentation in the EPP’ via a message in the relevant tab of the TMS portal related to EPPs:

“[...] In accordance with art. 10 par. 1 and 10 par. 2 of the Clearing House regulations, we kindly ask you to provide any documentation relevant to the entitlement to training rewards of any relevant club in the EPP, including but not limited to waivers or contract offers provided by the training clubs of the player, by no later than the end date of the ongoing "completion" phase as currently displayed in TMS.

In particular, in case of an international transfer of a player between two clubs affiliated to different member associations (before and/or after the end of the calendar year of the 23rd birthday of the player) against compensation, we wish to draw your attention to the fact that should any training rewards due to the former club be included within the said compensation paid by the new club, the new club shall upload the transfer agreement of reference under in the applicable “waiver” section in relation to the registration of the player at the former club.”
19. On 26 August 2023, the EPP was again moved into validation.
20. As no waivers were submitted by the Appellant in reply to FIFA’s invitation, the final EPP was approved and generated on 19 September 2023, and the Allocation Statement automatically calculated.

21. On 20 September 2023, the FIFA general secretariat notified the Parties via TMS as follows:

“9. The new club Bayelsa United FC (NFF) shall pay training compensation to the training club(s) of the player in the total amount of USD 37,232.88.

10. The following training club(s) shall receive the following payment(s).

10.1. The training club MAS (MAGHREB ASSOCIATION SPORTIVE) (FRMF) shall receive training compensation payments from the new club of the player in the amount of USD 37,232.88.

10. The payments defined in this Allocation Statement shall be made through the FIFA Clearing House entity (FCH), in accordance with Articles 12, 13 and 14 of the FCHR. The FCH will contact the new club, the relevant training clubs and the relevant member associations to process these payments.

11. According to the relevant provisions of RSTP and FCHR, it is the new club that will be required to pay training rewards due to the training clubs concerned, and the new club may not assign responsibility to pay the amount requested to any other party.

12. Pursuant to Article 57 paragraph 1 of the FIFA Statutes and in accordance with Article 10 of the FCHR, this decision may be appealed before the Court of Arbitration for Sport within 21 days of notification. The final EPP will remain available in TMS”

22. On the same date, FIFA notified the Appellant via TMS of the EPP and Allocation Statement. An automated email was also sent to the Appellant informing it about this notification.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 11 October 2023, pursuant to the provisions of Articles R47 and R48 of the Code of Sports-related Arbitration (the “Code”), the Appellant filed its Statement of Appeal.
24. On 20 October 2023, in accordance with R51 of Code, the Appellant filed its Appeal Brief.
25. On 11 March 2024, in accordance with Article R55 of the Code, the Second Respondent filed its Answer. The First Respondent did not submit any Answer within the granted deadline.
26. On 14 March 2024, the CAS Court Office informed the Parties that Mr João Nogueira da Rocha (Portugal) had accepted his appointment as Sole Arbitrator by the Division President in accordance with Article R54 of the Code.

27. On 4 April 2024, after consultation with the Parties, the CAS Court Office informed them that a hearing will be held on 19 June 2023 by videoconference.
28. On 21 May 2024, the CAS Court Office issued the Order of Procedure in these proceedings, which was duly signed by the Second Respondent and the Appellant on 22 and 29 May 2024, respectively.
29. On 19 June 2024, a hearing was held by videoconference via Cisco Webex in accordance with Article 44.2 of the CAS Code. The following persons attended the hearing:
- For the Appellant:
 - Mr Emmanuel Mark
 - Mr John Nnona, Attorney-at-law, Lagos, Nigeria
 - Mr Pius Ndubuoku, Attorney-at-law, Lagos, Nigeria
 - Mr Saviour Egah, witness
 - For the First Respondent:
 - Ms Nada Balach, Attorney-at-law, Casablanca, Morocco
 - For the Second Respondent:
 - Mr Miguel Liétard Fernandez-Palacios, Director of Litigation in the Legal and Compliance Division
30. In addition, Mr Fabien Cagneux, Managing Counsel, assisted the Sole Arbitrator at the hearing.
31. During the hearing, the Parties had the opportunity to present their cases, submit their arguments and answer all the questions posed by the Sole Arbitrator. At the end of the hearing, the Parties and their counsels expressly declared that they did not have any objections with regard to the constitution and composition of the Arbitral Tribunal and to the procedure adopted by the Sole Arbitrator, and that their right to be heard had been fully respected.

IV. SUBMISSIONS OF THE PARTIES

32. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each contention put forward by them. However, in considering and deciding the Parties' positions, the Sole Arbitrator has carefully considered all the submissions made and the evidence adduced by the Parties, even if there is no specific

reference to those submissions in this section of the award or in the legal analysis that follows.

A. Submissions of the Appellant

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

I. THE CAS SHALL RULE *DE NOVO*

- CAS shall hear and decide the present proceedings as a new procedure, curing all errors that might have been committed by the previous first instance body (i.e., the FIFA general secretariat in this case).

II. THE FIRST RESPONDENT IS NOT ENTITLED TO PAYMENT OF TRAINING COMPENSATION FROM THE APPELLANT

- There exists exceptional circumstances where a training club will be disentitled from payment of training compensation. One of which is captured in Article 2(2) para. a) of Annex 4 of the FIFA RSTP. It provides as follows: "Training compensation is not due if: "the former club terminates the player's contract without just cause". Further, Article 14 (2) of the FIFA RSTP provides that "any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or club) to terminate the contract with just cause". This means that where a club fails to honour the terms of its contract with a player in such a manner that pushes the player to terminate after issuance of requisite notices, such club will be deemed to have terminated the player's contract without just cause.
- This prevents a club that fails to respect its contractual obligations from profiting from its behaviour.

III. THE PLAYER TERMINATED HIS CONTRACT WITH JUST CAUSE THEREFORE THE FIRST RESPONDENT IS NOT ENTITLED TO PAYMENT OF TRAINING COMPENSATION

- The First Respondent failed to pay the Player his monthly salaries of August 2022, September 2022, October 2022, November 2022, and December 2022. Further, the First Respondent failed to pay the Player the sum of 200,000 Moroccan Dirhams agreed as sign on fee under the referenced employment contract. The Player made several unsuccessful attempts to understand why the First Respondent continued to ignore him and fail to meet its salary/financial obligations towards him.
- The Player's attorneys sent an email on 17th January 2023 demanding payment of the Player's salaries for the salaries arrears and payment of the sum of 200,000 Moroccan Dirhams as sign on fee. The First Respondent was given the regulatory 15 days' notice spanning from 17th January 2023 to 1st February 2023.

- The First Respondent did not answer the above-mentioned email nor paid the amounts in debt.
- Upon the expiration of the deadline, the Player via email served the First Respondent a Termination Letter dated 2nd February 2023 bringing its contractual relationship with the First Respondent to an end.
- It is pertinent to point out that the Player proceeded to FIFA Football Tribunal after the termination of the contract wherein the Player prayed FIFA to award him the residue value of the contract. However, the player withdrew this claim from FIFA after reaching an agreement with the First Respondent on the amount to be paid by the First Respondent.
- The Appellant argues that the Player's termination of his contract for just cause following the First Respondent constant failure to honour its financial obligations in the contract disentitles the First Respondent from any payment of training compensation in relation to the Player's training and development.

34. Based on its above-mentioned allegations, the Appellant requests the CAS for the following relief:

a. Rule that the appeal filed by the Appellant against the FIFA Determination and Allocation Statement is admissible;

b. Set aside the decision of FIFA as contained in the FIFA Determination and Allocation Statement and hold that:

i. the First Respondent is not entitled to payment of training compensation from the Appellant as contained in the FIFA Determination.

ii. The first respondent is not entitled to payment of the sum of USD 37,232.88 or any associated interests as contained in the Allocation Statement.

c. Hold that the entire arbitration costs shall be borne solely by the First Respondent; and

d. Hold that the First Respondent shall contribute the sum of 5,000 CHF towards the Appellant's legal costs.

Alternatively:

In the event that the CAS is of the opinion that training compensation is due to the First Respondent, order that the amount due as training compensation be recalculated as though the training period spanned from 16th February 2022 to 2nd February 2023 in view of the Player's termination of his employment contract on the 2nd February 2023.

B. Submissions of the First Respondent

35. The First Respondent did not submit any Answer to the Appeal.

C. Submissions of the Second Respondent

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

- FIFA observes that the Appellant did not contest that:
 - a) In principle, MAS was entitled to training compensation in its capacity as the Player's former club prior to the international transfer, pursuant to Article 2(1) Annexe 4 RSTP.
 - b) The amounts awarded to MAS are correct.
- The Appellant only claimed that training compensation would not be due in this specific case because the Player allegedly terminated the Contract with just cause.
- The Appellant is right in recalling that the RSTP provide for an exception to the entitlement to training compensation in situations in which the former club terminates the contract without just cause in order to prevent such club from profiting from an unlawful behaviour.
- The problem, however, is that such provision does not apply to the case at hand. As a matter of fact, Article 2(2) Annexe 4 RSTP provides that:

“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) [...]”.

- As clarified in the FIFA Commentary on the RSTP (the “Commentary”), the same applies if the player terminates with just cause.
- However, referring to the Commentary, a termination by the club without just cause (or a termination by the player with just cause) needs to be established:

“Similarly, if it is established that a player terminated their employment contract without just cause, then training compensation is due to the former club. In this context, given that unilateral termination of a contract by a player without just cause is usually established by the DRC, the question of whether training compensation is due depends on the outcome of the dispute on the contractual termination. Thus, it is quite common for the DRC to deal simultaneously with a contractual dispute and a claim for training compensation (for those cases that will still be handled under the “traditional” claims system)”.

- In this case, what is certain is only that the Player prematurely terminated the contract with MAS invoking just cause. Whether he effectively had just cause to

do so was never established by the DRC as he withdrew his claim before said body could rule on the issue due to a settlement agreement signed with MAS.

- Hence, in the absence of a ruling establishing that the termination of the Contract by the Player indeed occurred with just cause, the exception of Article 2(2) Annexe 4 RSTP simply does not apply.
- As a result - also given that the Appellant did not contest MAS' entitlement to training compensation for any other reason - it must be concluded that the Appealed Decision was correctly rendered.

37. In view of the above, the Second Respondent requests the CAS for the following relief:

“(a) Rejecting the requests for relief sought by the Appellant;

(b) Confirming the Appealed Decision;

(c) Ordering the Appellant to bear the full costs of these arbitration proceedings.”

V. JURISDICTION

38. Article R47 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. [...]”

39. Article 57 (1) of the FIFA Statutes states:

“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.”

40. In consideration of the provisions mentioned above and of the fact that (a) the jurisdiction of the CAS is not contested by the Parties, and (b) the Parties have expressly recognized the jurisdiction of the CAS by signing the Order of Procedure, the Sole Arbitrator is satisfied that the CAS has jurisdiction to decide the present matter.

VI. ADMISSIBILITY

41. 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against.”

42. In the present case, Article 57 (1) of the FIFA Statutes provides that appeals shall be lodged with the CAS within 21 days of notification of the appealed decision.
43. The EPP and the Allocation Statement were notified to the Appellant on 20 September 2023. The Appellant filed its Statement of Appeal with the CAS on 11 October 2023, hence within the 21-day term established by the applicable regulations. Furthermore, the Appeal complied with all of the admissibility requirements set out by Articles R48 *et seq.* of the Code. It follows that the Appeal is admissible.

VII. APPLICABLE LAW

44. Article R58 of the CAS Code reads as follows:

“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

45. Article 57 (2) of the FIFA Statutes provides:

“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.”

46. Pursuant to Article R56 (2) of the FIFA Statutes:

“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.”

47. Therefore, taking into account the aforementioned, the Sole Arbitrator finds that the various regulations of FIFA are to be applied primarily and, subsidiarily, Swiss law, in accordance with Article 56 (2) of the FIFA Statutes, should the need arise to fill a possible gap in the various regulations of FIFA.

VIII. MERITS OF THE APPEAL

A. What is this case about?

48. This case arises due to the actual FIFA Clearing House Regulations, concerning, in this particular file, to trigger of training rewards.
49. As FIFA states in its “Explanatory Notes on the FIFA Clearing House Regulations”:

“The idea of establishing a clearing house came from the FIFA Football Stakeholders Committee and was then endorsed by the FIFA Council back in October 2018, as part of the first reform package of the transfer system.

In the following months and years, the FIFA Clearing House project was taking shape with the main goals of centralising, processing and automating payments between clubs, initially relating to training rewards (training compensation and solidarity contributions), and of promoting financial transparency and integrity, via the establishment of an external entity, the FIFA Clearing House (FCH), to process those payments and ensure compliance with international financial regulations.

The process of distribution of training rewards through the FIFA Clearing House consists of three steps: (1) the identification of entitlement to training rewards, (2) the completion of the Electronic Player Passport (EPP) and (3) the payments between clubs through the FCH. This process is regulated through the FIFA Clearing House Regulations.”

50. Pursuant the above referred goals, Article 1 of the FCHR (October 2022 edition) read as follows:

Article 1: Objectives

1.1 FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The FIFA Clearing House shall serve to protect the core objectives of the football transfer system in accordance with the FIFA Statutes and the RSTP, notably to:

- a) protect the contractual stability between professional players and clubs;*
- b) encourage the training of young players;*
- c) promote a spirit of solidarity between the elite and grassroots football;*
- d) protect minors;*
- e) maintain competitive balance; and*
- f) ensure the regularity of sporting competitions.*

1.2 The specific objectives of the FIFA Clearing House are to:

- a) process specific payments related to the transfer of football players between clubs;*
- b) protect the integrity of the football transfer system;*
- c) enhance and promote financial transparency in the football transfer system; and*
- d) prevent fraudulent conduct in the football transfer system.*

1.3 In pursuit of these objectives, the FIFA Clearing House acts as an intermediary for the payment of training rewards in the football transfer system that fall due pursuant to the RSTP and performs all required Compliance Assessments in their execution.

51. As a necessary tool to achieve these objectives, and with regard to the present case, “*An electronic player passport (EPP) provides a player’s registration history from the age of 12. After a provisional EPP has been generated in TMS, a review process with the participation of the relevant clubs and member associations will allow FIFA to determine the final version, thereby creating transparency, ensuring accuracy and facilitating the calculation of training rewards. At the end of this EPP process, an allocation statement will be generated, establishing the exact amounts owed by the new club to each training club.*”

52. In reference to the present case, the “Determination of the FIFA general secretariat on EPP 22317” reads as follows:

Training rewards trigger generating the Electronic Player Passport (cf. Articles 5, 6, 7 and 8 FCHR)

1. *The training rewards trigger identified for the generation of the Electronic Player Passport (EPP) consisted of an international transfer without payments of a player before the end of the calendar year of the player's 23rd birthday (cf. Article 6 FCHR).*
2. *The EPP 22317 was duly generated upon the identification of the above trigger(s), as per Article 8 paragraph 1 of the FCHR.*
3. *According to the relevant provisions of the RSTP, the following training reward(s) may be due in the context of the above trigger:*

Training compensation: *in case of an international transfer of a professional between clubs of two different associations (whether during or at the end of the player's contract) before the end of the calendar year of the player's 23rd birthday, training compensation is owed to the player's former club for the time the player was effectively trained by that club (cf. Article 2 paragraph 1 b) of Annexe 4 and Article 3 paragraph 1 of Annexe 4 to the RSTP);*

53. After the EPP review process, the FIFA general secretariat concluded that MAS, here the First Respondent, is entitled to training compensation for having registered the Player Saviour Egah at some point in time between the start of the calendar year of the player’s 12th birthday and the end of the calendar year of the player’s 21st birthday (from 16.02.2022 until 15.05.2023).

54. Through the Determination of the FIFA general secretariat on Allocation Statement TC – 2302 corresponding to EPP 22317, the Appellant and the First Respondent were notified of the following:

1. *The following amounts per calendar year and registration of the player are due from the new club to the training club(s) of the player:*

Club and member association	Start and end of registration	Number of days of registration	Status / Type of registration	Player's birthday in year	Amount
Bayelsa United FC (new club) NFF, Nigeria FIFA ID: 106D3XI Status: Affiliated Training category: 2	Currently registered from 15/05/2023		Professional / Permanent	20	To be paid: USD <u>37,232.88</u>
MAS (MAGHREB ASSOCIATION SPORTIVE) FRMF, Morocco FIFA ID: 1087VWH Status: Affiliated Training category: 2	01/01/2023 to 14/05/2023	134	Professional / Permanent	20	To be received: USD <u>11,013.70</u> Based on yearly training cost of new club (category 2 CAF): USD 30,000.00
MAS (MAGHREB ASSOCIATION SPORTIVE) FRMF, Morocco FIFA ID: 1087VWH Status: Affiliated Training category: 2	16/02/2022 to 31/12/2022	319	Professional / Permanent	19	To be received: USD <u>26,219.18</u> Based on yearly training cost of new club (category 2 CAF): USD 30,000.00

The new club Bayelsa United FC (NFF) shall pay training compensation to the training club(s) of the player in the total amount of USD 37,232.88.

The following training club(s) shall receive the following payment(s). The training club MAS (MAGHREB ASSOCIATION SPORTIVE) (FRMF) shall receive training compensation payments from the new club of the player in the amount of USD 37,232.88.

B. The issue to be addressed by the Sole Arbitrator

55. The present Appeal is against the FIFA Decision concerning the Determination on the Player's Saviour Egah EPP and subsequent Allocation Statement.
56. As the Second Respondent clearly states in its Answer, the Appellant did not contest any aspect of the Appealed Decision related to the specificity of the system that the FCHR introduced.
57. Also, the Sole Arbitrator considers that FIFA applied without any kind of censorship the system implemented by the FCHR.

58. In fact, FIFA correctly followed all the steps established therein and also correctly calculated the training compensation.
59. According to FCHR's Article 8.1 "*when a training rewards trigger is identified as defined in these Regulations and in accordance with Articles 20 and 21 of the RSTP, a provisional EPP for the relevant player will be generated by TMS*".
60. The Electronic Player Passport is an electronic document containing the 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.
61. As it can be proven by analysing exhibit 2 annexed to the Second Respondent Answer to the Appeal Brief, on 15 May 2023 the Player's provisional EPP was generated.
62. Also, according to said exhibit, FIFA fully complied with Articles 8 – Electronic Player Passport (EPP) and 9 – EPP review process.
63. The EPP was available for inspection in the TMS. Upon completion of the inspection period and after assessment by the FIFA general secretariat as per Article 8 FCHR combined with Article 9 FCHR, on 2 June 2023 the FIFA general secretariat opened the EPP review process.
64. When opened the EPP review process in the TMS, the FIFA general secretariat had invited the following parties to participate in accordance with Article 9 FCHR:
- a) *the member associations that have provided registration information relating to the player through the FIFA Connect interface;*
 - b) *their relevant affiliated club(s);*
 - c) *the new club and its member association; (emphasis added)*
 - d) *any member association that has requested or been requested to be included (cf. Article 8 paragraph 3) and their relevant affiliated club(s), at the discretion of the FIFA general secretariat; and*
 - e) *any other member association(s) deemed relevant by the FIFA general secretariat, at its discretion.*
65. Despite being invited to do so, the Appellant did not present any documentation that could prevent the granting of training compensation to the player's previous club (emphasis added by the Sole Arbitrator).
66. The Sole Arbitrator underlines, as the Second Respondent did in its answer, that the Appellant in its Appeal Brief did not question the legality of the EPP process who led to the automatically issuance of the Allocation Statement.

C. The application of the Full Power of Review, through a *de novo* hearing

67. Nevertheless, in its Appeal, the Appellant considers that the First Respondent is not entitled to the payment of training compensation relying in the exception of Article 2 (2) (a) of Annex 4 of the FIFA RSTP: training compensation is not due if the former club terminates the player's contract without just cause (emphasis added by the Sole Arbitrator).
68. Contrary to the Appellant's arguments, the Second Respondent argues that the above-mentioned exception only applies if it is established by the FIFA Dispute Resolution Chamber, through a decision, that either the player's previous club had terminated the employment contract without just cause or the player terminated such contract with just cause, which is not the case in this matter as the Player withdrew his claim before the FIFA DRC issued its decision.
69. In order to establish the application (or not) of Article 2 (2) (a) of Annex 4 of the FIFA RSTP, the Appellant considers that *"the CAS shall hear and decide the present proceedings as a new procedure, curing all errors that might have been committed by the previous first instance body (i.e., the FIFA general secretariat in this case)"*.
70. In fact, according to Article R57 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 [...]"*.
71. CAS full power has been consistently asserted as we can read in CAS 2016/A/4387:
"Article R57 of the CAS Code grants CAS panels' full power of review on a de novo basis, which has been confirmed by numerous CAS precedents. Accordingly, a large amount of procedural flaws in a first instance decision can often be cured by a CAS proceeding. Amongst the first instance procedural violations that can be cured by a de novo CAS proceeding is the 'right to be heard', as consistently established in CAS jurisprudence and confirmed by the Swiss Federal Tribunal (SFT). Accordingly, infringements on the parties' right to be heard can generally be cured when the procedurally flawed decision is followed by a new decision, rendered by an appeal body which had the same power to review the facts and the law as the tribunal in the first instance and in front of which the right to be heard had been properly exercised."
72. The main effect of the Full Power of Review is the healing effect of procedural irregularities occurred in the previous instance, namely the violation of the Appellant's right to be heard or a wrong evaluation of the facts contained in the file. Also, it may heal the cases in which the appealed decision ruled on matters beyond the submitted claims or it failed to rule on one of it.
73. At this stage the Sole Arbitrator considers mandatory to analyse the FCHR and the appealed decision in order to conclude if it contains procedural irregularities and if the Appellant's right to be heard was respected.
74. Article 10 (1) and (2) FCHR read as follows:
10.1 After completion of the EPP review process, the FIFA general secretariat will evaluate any request to amend registration information.

a) Where a request is unclear or incomplete, the FIFA general secretariat may request the relevant party to provide further information within five (5) days.

b) Failure to comply with FIFA's request within the time limit shall result in the request being disregarded.

10.2 The FIFA general secretariat may request any party involved in an EPP review process, whether during or after the EPP review process, to provide its position as to the entitlement of a club to receive training rewards (e.g. with respect to the alleged registration of a player, the validity of a waiver or a contract offer) (emphasis added by the Sole Arbitrator).

75. As mentioned at paragraph 18 above, and also by consulting the Exhibit 2 presented by the Second Respondent with its Answer, it can be seen that, according to Article 10 (1) and 10 (2) FCHR, on 17 August 2023, FIFA informed the Appellant that the Player's new registration was available requesting the later to upload any documentation relevant to the entitlement to training rewards as follows (para. 26 of FIFA's Answer):

"[...] In accordance with art. 10 par. 1 and 10 par. 2 of the Clearing House Regulations. We kindly ask you to provide any documentation relevant to the entitlement to training rewards or any relevant club in the EPP, including but not limited to waivers or contract offers provided by the training clubs of the player, by no later than the end of the ongoing "completion" phase as currently displayed in TMS." (emphasis added by the Sole Arbitrator)

76. Despite being invited to do so, the Appellant did not present any documentation that could prevent the granting of training compensation to the player's previous club.
77. If the Appellant had responded affirmatively to the invitation made by the FIFA general secretariat, Article 10.3 FCHR would have applied:

[...] In situations of legal or factual complexity, the following shall apply:

- a) *The FIFA general secretariat shall refer the matter to the Dispute Resolution Chamber in accordance with the Procedural Rules.*
- b) *The complete file is transferred to the Dispute Resolution Chamber and the EPP review process is paused pending a decision.*
- c) *The Dispute Resolution Chamber will decide on the final EPP in accordance with the Procedural Rules.*

78. It happens that, regardless the invitation made by FIFA the Appellant did not act diligently by not presenting any documentation or legal arguments, namely in reference to the exception resulting from Article 2 (2) Annex 4 RSTP.
79. By doing this, the Appellant prevented the Dispute Resolution Chamber to decide on the Player's contract termination (with or without just cause).
80. From all the above, the Sole Arbitrator considers that no procedural irregularities

occurred in the previous instance and that Appellant's right to be heard was fully respected.

81. The Sole Arbitrator is not allowed to use the Full Power of Review, through a *de novo* hearing, regarding the matter alleged by the Appellant, namely the termination of the employment contract without just cause by the training club.
82. As we can read in D. Mavromati – M. Reeb, "The Code of the Court of Arbitration for Sport", *"There are also some other general limits to CAS' full power of review, inherent to the nature of Article R57 and CAS as an arbitral institution. First, the de novo power of review cannot be construed as being wider than that of the appellate body"*.
83. In fact, as it can be read in Arbitration CAS 2015/A/4095:

"The powers of a CAS panel are circumscribed by the statutory basis of the appeal proceedings. The power of review of a CAS Panel is also determined by the relevant statutory legal basis and is limited with regard to the appeal against and the review of the appealed decision, both objectively and subjectively: if a motion was neither object of the proceedings before the previous authorities, nor in any way dealt with in the appealed decision, the panel does not have the power to decide on it and the motion must be rejected." (See also CAS 2010/A/2090, CAS 2013/A/3227, CAS 2011/A/2500 & 2591)
84. This Appeal is against FIFA's Determination on the EPP for the Player Saviour Egah and the correspondent Allocation Statement.
85. Under the FCHR, FIFA general secretariat has no competence to deal with disputes related to employment contracts terminations and CAS's *de novo* power cannot exceed the first instance body's scope unless there are fundamental procedural violations, such as those referenced in Paragraphs 71 and 72, which no such violations occurred in this case.
86. Put differently, if the Appellant acted diligently by presenting documentation in the TMS giving rise to a "situation of legal complexity", the review process would be paused until a Decision was passed by the DRC on the termination of the referred employment contract with or without just cause.
87. Therefore, the Sole Arbitrator considers that the allegations related to the application (or not) of the exception resulting from Article 2 (2) Annex 4 RSTP shall not be considered or evaluated.

IX. CONCLUSION

88. In conclusion, for all the reasons set out above, the Sole Arbitrator, holds that the Appeal lodged by Appellant shall be dismissed.

X. COST

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by Bayelsa United FC against the Determination of the FIFA general secretariat on EPP 22317 and the Allocation Statement TC-2302 both rendered on 19 September 2023 is dismissed.
2. The Determination of the FIFA general secretariat on EPP 22317 and the Allocation Statement TC-2302 both rendered on 19 September 2023 are confirmed.
3. (...).
4. (...).
5. The Fédération Internationale de Football Association shall bear its own legal costs and other expenses in connection with these arbitration proceedings.
6. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 28 May 2025

THE COURT OF ARBITRATION FOR SPORT

João Nogueira da Rocha
Sole Arbitrator