TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10615 Larissa FC v. FIFA, Velez Sarsfield, Deportivo Moron & Famalicao FC

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Dr Marco Balmelli, Attorney-at-law, Basel, Switzerland

in the arbitration between

Larissa Football Club, Larissa, Greece

Represented by Mr Alkiviadis Papantoniou, Attorney-at-Law, Valaoritou 18, 10671 Athens, Greece and Mr Sergio Sánchez Fernández and Mr Tayba Jawad Rodriguez, Avenida de España 6, 4B, 10001 Caceres, Spain

Appellant

and

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

Represented by Mr Miguel Liétard Fernández-Palacios, FIFA Director of Litigation, Coral Gables, United States of America

First Respondent

and

Club Atletico Velez Sarsfield, Buenos Aires, Argentina

Represented by Mr Santiago Casares, Attorney-at Law,
Mr Rafael Trevisan, Attorney-at-Law, Mr Emanuel Diaz Mirabile, Attorney-at-Law, Buenos Aires, Argentina

Second Respondent

and

Club Deportivo Moron, Buenos Aires, Argentina

Represented by Mr Eduardo Alberto Martins, Attorney-at-Law, Mr Juan Manuel Prieto, Attorney-in-Law, Leonardo Martín Villarruel, Secretary of the Club, Buenos Aires, Argentina

Third Respondent

and

Futebol Clube de Famalicao, Vila Nova de Famalicao, Portugal

Represented by Ms Rafaela Graça, Attorney-at-Law, Legal Representative, Mr Ricardo Tavares, Attorney-at-Law, Vila Nova de Famalicao, Portugal

Fourth Respondent

I. PARTIES

1. Larissa Football Club (the "Appellant" or "Larissa") is a Greek football club affiliated to the Hellenic Football Federation ("HFF").

2. The Fédération Internationale de Football Association (the "First Respondent" or "FIFA") is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the world governing body of international football. It exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and football players worldwide.

3. Club Atletico Velez Sarsfield (hereinafter the "Second Respondent" or "Velez"), is an Argentine football club, affiliated to the Asociación del Fútbol Argentino ("AFA").

4. Club Deportivo Moron (hereinafter the "Third Respondent" or "Moron") is an Argentine football club, affiliated to the AFA.

5. Futebol Clube de Famalicao (hereinafter the "Fourth Respondent" or "Famalicao") is a Portuguese football club, affiliated to the Federação Portuguesa de Futebol ("FPF").

6. FIFA, Velez, Moron and Famalicao shall jointly be referred to as the "Respondents". The Appellant and the Respondents shall jointly be referred to as the "Parties".

II. FACTUAL BACKGROUND

A. Facts of the case

7. Below is a summary of the main facts established on the basis of the written submissions of the Parties and the evidence examined in the course of the proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be referred to, where relevant, in connection with the later legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence available in the present proceedings, only the submissions and evidence necessary to explain the reasoning of the award will be referred to in the following paragraphs.

8. The matter at hand pertains to the claim for training compensation advanced by the Respondents in relation to the transfer of the player, Tobias Zoel Zarate, born on 7 July 2000, ("Player"), to Larissa. Given that the determination of whether training compensation is due, as well as the quantification thereof, hinges on the relevant prior circumstances, these will be recounted herein in detail, as necessary.

9. The Appellant, Larissa, engaged Tobias Zoel Zarate as a new player on 29 August 2023 and registered the Player as a professional on 1 September 2023. The registration triggered the training awards to be paid to the Player's training clubs according to Article. 6 FIFA Clearing House Regulations (October 2022) ("FCHR").

10. On 4 September 2023, the Player's provisional Electronic Player Passport ("EPP") was generated and the Appellant was included as a participant by default in the EPP review process.

11. On 15 September 2023, the EPP, after an inspection and assessment period, was released for review. According to FIFA, the stakeholders participating in this review process were the Appellant, the HFF, the FPF, the Federazione Italiana Giuco Calcio ("FIGC"), AFA, the Federación de Fútbol de Chile ("FFCH"), Famalicao, Moron, Coquimbo Unido, Velez, Larissa and Arsenal F.C.

12. On 25 September 2023, the FPF participated in the EPP review process and uploaded the TMS transfer report order no. 324690 ("TMS Report").

13. On 3 October 2023, the EPP was 'moved into validation' for the first time.

14. FIFA submitted a 'request for submission of documentation in the EPP' to the Appellant via the TMS portal on 25 March 2024. The EPP was 'moved into validation' for the second time on 30 March 2024.

15. FIFA submitted a second 'request for submission of documentation in the EPP' to the Appellant on 2 April 2024. The EPP was 'moved into validation' for the third time on 6 April 2024.

16. On 13 April 2024, the EPP 'was moved into validation' for the fourth time.

17. On 3 May 2024, the FIFA determination on EPP no. 30869 was issued and the Allocation Statement TC-7676 (jointly the "Appealed Decisions") was automatically generated. According to the Allocation Statement, the Appellant shall pay training rewards in the total amount of EUR 219'835.84 to the Second, Third and Fourth Respondent as follows:

"9. The new club LARISSA FC (HFF) shall pay training compensation to the training club(s) of the player in the total amount of EUR 219,835.84.

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

10.1. The training club DEP. MORON (AFA) shall receive training compensation payments from the new club of the player in the amount of EUR 24,328.77.

10.2. The training club VELEZ SARSFIELD (AFA) shall receive training compensation payments from the new club of the player in the amount of EUR 186,156.52.

10.3. The training club FC Famalicão (FPF) shall receive training compensation payments from the new club of the player in the amount of EUR 9,350.55".

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

18. On 24 May 2024, the Appellant filed a Statement of Appeal against the Appealed Decision in accordance with Articles 56(1), 57(1) of the FIFA Statutes, Article R47 of

the Code of Sports-related Arbitration (2023 edition; "CAS Code") with the Court for Arbitration for Sport (the "CAS") and Article 10(5) as well as Article 18(1) of the FCHR.

19. On 11 June 2024, the Appellant filed a Request for the production of documents ("Request").

20. On 13 June 2024, the CAS Court Office informed the Respondents about the Appellant's Request, granted the First Respondent a time limit until 18 June 2024 to file an answer and suspended the Appellant's time limit to file the Appeal Brief.

21. On 18 June 2024, the First Respondent, FIFA, submitted its position on the Request ("Position").

22. On 1 July 2024, the Appellant submitted its "Additional Comments" on the Request and the Position ("Comments").

23. From July 2024 to September 2024, the Appellant requested numerous extensions of the time limit to pay the advance of costs.

24. On 25 November 2024, the CAS Court Office informed the Respondents that the Appellant paid the advance of costs.

25. On 19 February 2025, pursuant to the Articles R33, R52, R53 and R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the Sole Arbitrator appointed to hear the dispute was constituted as follows:

    Sole Arbitrator: Dr Marco Balmelli, Attorney-at-Law in Basel, Switzerland

26. On 25 February 2025, the Sole Arbitrator rendered the decision on the Request. The Request was partially upheld.

27. On the same day, FIFA submitted a letter, explaining why it cannot provide the documents it was obliged to by the Sole Arbitrator's decision.

28. On 7 March 2025, the Appellant submitted its statement on the decision on the Request and on FIFA's letter dated 25 February 2025.

29. On 2 April 2025, a Case Management Conference pursuant to Article R56(2) CAS Code was held by video-conference.

30. On 4 April 2025, the CAS Court Office informed the Parties that the suspension of the Appellant's time limit to file the Appeal Brief was lifted and that it shall submit its Appeal Brief within ten days. On 15 April 2025, the time limit was extended to 22 April 2025.

31. On 22 April 2025, the Appellant filed an Appeal Brief in accordance with Article R51 of the CAS Code.

32. On 6 June 2025, the First Respondent filed its Answer to the Appeal Brief in accordance with Article R55 of the CAS Code.

33. On 7 June 2025, the Second Respondent filed its Anwer to the Appeal Brief in accordance with Article R55 of the Code.

34. On 9 June 2025, the Third Respondent filed its Answer to the Appeal Brief.

35. On the same day, the Fourth Respondent submitted its Answer to the Appeal Brief via email.

36. On 27 June 2025, the CAS Court Office informed the Parties that the hearing will be held on 22 July 2025.

37. On the same day, the First Respondent informed the CAS that it will not attend the hearing.

38. On 8 July 2025, the CAS Court Office communicated the Order of Procedure, which was duly signed by the Appellant, the First Respondent, the Second Respondent, the Third Respondent and the Fourth Respondent.

39. The hearing was held by videoconference on 22 July 2025. The Sole Arbitrator was assisted by Ms Amelia Moore, Counsel to the CAS. In addition, the following persons attended the hearing:

    a) For the Appellant:

        - Mr Alkivadis Papantoniou, Attorney-at Law, Legal Representative

        - Mr Vasileios Fotiou, Attorney-at Law, Legal Representative

    b) For the Second Respondent:

        - Mr Santiago Casares, Attorney- at Law, Legal Representative

        - Ms Itati Encinas, Interpreter

    c) For the Third Respondent

        - Mr Eduardo Alberto Martins, Attorney-at-Law, Legal Representative

        - Mr Juan Manuel Prieto, Attorney-at-Law, Legal Representative

    d) For the Fourth Respondent

        - Ms Rafaela Graça, Attorney-at Law, Legal Representative

        - Mr Ricardo Tavares, Attorney-at Law, Legal Representative

40. On 29 July 2025 the Parties were informed that the evidentiary process was closed.

IV. SUBMISSIONS OF THE PARTIES

41. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator has, however, carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows. The Parties' written submissions and the content of the Appealed Decision were all taken into consideration.

A. Appellant

42. The Appellant filed the following requests for relief:

"*A. The Appellant requests the CAS to find that:*

(a) The Player was registered with Famalicao FC on a permanent transfer, instead of a loan transfer indicated in the Challenged Decision; or that;

(b) Velez Sarsfield cannot be considered as the former club of the Player (for the reasons stated in B.3.2 and B.3.3 above) and thus the Second, Third and Fourth Respondent shall not be entitled to receive training compensation.

B. In any case, the Appellant requests by the Honourable Sole Arbitrator to find that Velez Sarsfield is not entitled to training compensation because the Challenged Decision infringes Article 45 TFEU on the free movement of workers in the European Union (...).

C. Subsidiarily, and in the event that the Honourable Sole Arbitrator finds that any one of Velez Sarsfield, Deportivo Moron and Famalicao shall receive training compensation, we request by the Sole Arbitrator to determine that the training compensation to be paid shall be adjusted and reduced by at least 50% of the amount awarded with the Challenged Decision to each of the Respondents (...).

D. The Appellant requests by the Honourable Sole Arbitrator to decide that the Respondents shall be liable to pay the totality of the costs arising from the present appeal proceedings before CAS. In its determination about the Respondents' liability for the payment of costs, we request the Honourable Sole Arbitrator to take into consideration the unnecessary procedural delays and burdens that occurred following FIFA's refusal in producing the documents requested by the Appellant, even after the decision of the Sole Arbitrator for the production of documents, and the uncooperative stance of the Second, Third and Fourth Respondent.

E. The Appellant requests by the Honourable Sole Arbitrator to order the Respondents to cover the legal fees and costs of the Appellant, of a minimum amount of CHF 12,000, considering the complex nature of the case at hand and the unnecessary procedural burden caused by FIFA's refusal to produce the requested documents and the uncooperative stance of the Second, Third and Fourth Respondent".

43. The Appellant's submissions may be summarized as follows:

- The Appellant contends that the EPP process contained errors and was insufficiently reviewed. Consequently, the Appellant argues that both, the FIFA EPP Determination and the FIFA Allocation Statement, are flawed and incorrect.

- Referring to the CAS' de novo power according to Article R57(1) of the CAS Code, the Appellant would like to put into question FIFA's review of the information contained in EPP no. 30869 considering the positions of FIFA against the Request, as well as certain errors in EPP no. 30869, such as incorrect information regarding the training category of the Second Respondent, Arsenal F.C. and the Third Respondent.

- In essence, the Appellant states that the proceedings before FIFA in the context of the EPP review process violate the fundamental procedural rights of the Parties. The Appellant also highlights concerns regarding the lack of transparency in the proceedings, FIFA's negligence in verifying the recorded information, errors in the information contained within the EPP in question, unsubstantiated changes made to the EPP, and FIFA's apparent unwillingness or inability to produce the requested documents.

- The Appellant asserts that the transfer to the Fourth Respondent on 5 October 2020 constituted a permanent transfer, not a loan. Consequently, the Appellant argues that no training compensation is payable to the Second Respondent for the period between 1 January 2012 and 7 October 2020. Similarly, no training compensation is owed to the Fourth Respondent for the period between 7 October 2020 and 28 January 2021, as the Player was permanently transferred from the Fourth Respondent to the Second Respondent during this time. Following this argumentation, the Appellant does not own any training compensation to the Second and Fourth Respondent.

- Furthermore, the Appellant states that the Second Respondent is not the former club of the Player because it still retains a very high percentage (50 %) of the Player's economic value according to the "Rights Agreement" between the Player and the Second Respondent dated 4 August 2023 (the "Rights Agreement"). The Appellant implies that the Second Respondent has a direct interest in the Player's current registration, career and future employment. Therefore, the Second Respondent cannot be considered as a former club but rather an active owner of the Player's registration, transfers and professional contracts.

- Additionally, the Appellant contends that the Second Respondent cannot be regarded as the Player's former club, as a player may only be registered with a club for the purpose of participating in organised football, in accordance with Article 5(2) of the FIFA Regulations on the Status and Transfer of Players ("FIFA RSTP"). The Appellant argues that since the Player participated in only six official matches while registered with the Second Respondent, the registration was not intended for the purpose of playing organised football but rather to make profit through training compensation and/or transfer fees and is therefore deemed unlawful.

- Finally, the Appellant argues that that the challenged decision infringes European law. The Appellant refers to various jurisprudence and states that (i) the exception

made in Article 6 Annex 4 RSTP (Special provision for EU/EEA) must also apply in cases were a player as an employee resides outside of the EU/EEA-territory but is a citizen thereof and is to be transferred to an EU/EEA-based club. As the Second Respondent failed to comply with Article 6(3) Annex 4 RSTP, it is not entitled to training compensation.

B. First Respondent (FIFA)

44. The First Respondent requests the CAS to:

"(a) reject the requests for relief sought by the Appellant;

(b) confirm the Appealed Decision in its entirety; and

(c) order the Appellant to bear the full costs of these arbitration proceedings; and

(d) order the Appellant to make a contribution to FIFA's legal costs and expenses;".

45. The First Respondent relies, in essence, on the following arguments:

- The First Respondent rejects the Appellant's claims of errors in the EPP issuance process and claims of inadequate examination or verification. The Player Passports are issued by the relevant national federations in their electronic domestic transfer and registration systems which were automatically integrated into the TMS system, the FIFA Connect ID Service, and the FIFA Connect Interface. Responsibility for the accuracy of player registration information rests exclusively with the relevant member associations—in this case, the Argentine and Portuguese football associations, which are tasked with managing and maintaining the registration data.

- Given that all federations involved utilize an electronic transfer system, no manual declarations or interventions are made by FIFA. The EPPs are derived solely from the registration information contained within the electronic systems of the respective associations. Furthermore, there is no traditional "player passport" in the form of a physical or standalone document; instead, the data is entirely digitized within the integrated systems.

- FIFA contends that the failure to include the relevant member associations as Respondents before the CAS constitutes a procedural deficiency. Since any decision that calls into question the accuracy of the Player's transfer history would have a direct impact on these associations, their exclusion undermines the integrity of the proceedings. Consequently, FIFA asserts that the appeal must be dismissed on these grounds.

C. Second Respondent (Velez)

46. The Second Respondent requests the CAS:

"(a) To dismiss the Appeal in full and confirm the decision under appeal,

(b) In any event, to charge the costs of the arbitration to the Appellant,

(c) To order the Appellant to pay to the Respondent any contribution towards the legal and other costs incurred regarding the ongoing proceedings in an amount to be duly established at discretion of the Panel".

47. The Second Respondent relies, in essence, on the following arguments:

- The Appellant's claims regarding the EPP issuance process are largely abstract and lack substantive evidence. Their argumentation appears to rely primarily on a generalized sense of distrust in the process rather than presenting concrete examples or specific issues to support their position.

- The transfer of the Player to the Fourth Respondent was a loan and not a permanent transfer. This is confirmed by the International Transfer Certificate (ITC) issued by AFA and is also evident from the agreement between the Second and Fourth Respondent.

- The Rights Agreement does not violate FIFA's Regulations, particularly the provisions addressing Third Party Ownership. Specifically, the club cannot be considered a third party under these regulations, as it is the entity that registered the Player and is explicitly excluded from the definition of a third party. Furthermore, the club asserts that it has a legitimate interest in securing future economic participation in the players it has trained. Therefore, the agreement between the player and the Second Respondent does not disqualify the club from claiming training compensation.

- The frequency and extent to which the Second Respondent utilized the Player in its first team are irrelevant to the Appellant's obligation to pay training compensation. The loans the Player was sent on were of formative nature and do not disrupt or sever the continuity of the Second Respondent's entitlement to training compensation. Furthermore, it is clear that the Second Respondent did provide training services to the Player during its relevant period of registration.

- The Appealed Decision does not violate Article 45 of the Treaty on the Functioning of the European Union ("TFEU") as established CAS jurisprudence confirms that Article 6 Annex 4 RSTP applies exclusively to transfers between clubs domiciled in EU/EEA member states. Moreover, even if this provision were deemed applicable, the Second Respondent has fulfilled the requirements necessary to substantiate its entitlement under Article 6(3) Annex 4 RSTP.

D. Third Respondent (Moron)

48. The Third Respondent requests an award to be issued:

"a. That the present Answer to the Appeal be deemed to have been filed in accordance with the representation invoked.

b. That the claim be granted with costs to the APPELLANT, and pursuant to Article R65 of the Code of Sports Arbitration, that the losing party be ordered to pay a contribution to the other party's attorney's fees and other costs incurred by the other party in connection with the proceedings".

49. The Third Respondent firmly rejects the Appellant's arguments and focuses on their own entitlement to training compensation, which they argue remains unaffected regardless of any findings about the lack of entitlement of the Second or the Fourth Respondent.

50. Further, they highlight their full compliance with the EPP issuance process and insist that their entitlement to training compensation should not be reduced. To support their position, they point to the significant training services they provide, as shown by the fact that the Player played the highest number of professional football matches while with their club.

E. Fourth Respondent (Famalicao)

51. For the reasons established below (see para. 67 et seq.), the Fourth Respondent's written submissions will not be summarized.

V. JURISDICTION, ADMISSIBILITY, APPLICABLE LAW

A. Jurisdiction

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

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

53. The jurisdiction of CAS, which is not disputed, derives from Article 57(1) of the FIFA Statutes as it determines that:

"*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*".

54. The Parties further confirmed the jurisdiction of CAS by signing the Order of Procedure.

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

B. Admissibility

56. Article R49 of the CAS Code provides:

"*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*".

57. In addition, 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*".

58. The Appealed Decision was notified to the Parties on 3 May 2024 and the Statement of appeal was filed on 24 May 2024, i.e. within the 21 days set by Article 57(1) of the FIFA Statutes. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

59. It follows that the appeal is admissible.

C. Applicable Law

60. Pursuant to Article R58 of the CAS Code:

"*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*".

61. The Sole Arbitrator notes that Article 56(2) of the FIFA Statutes stipulates the following:

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

62. Moreover, the Parties are also bound by the FIFA Statutes as they are all directly or indirectly affiliated to FIFA. Article 56(2) of the FIFA Statutes holds that CAS "*shall primarily apply the various regulations of FIFA and, additionally, Swiss law*".

63. The Sole Arbitrator will decide the present dispute primarily in accordance with the FIFA Regulations and, subsidiarily, in accordance with Swiss law in case of any lacuna in the FIFA Regulations.

VI. MERITS

A. The Sole Arbitrator's power to review the facts and the law

64. According to Article R57 para 1 of the CAS Code, the Sole Arbitrator has "*full power to review the facts and the law*". As provided for in the CAS jurisprudence, the CAS appeals arbitration procedure thus entails a *de novo* review of the merits of the case as it is not confined to merely ruling whether the appealed decision is to be upheld or not (e.g. CAS 2007/A/1394, p. 6; CAS 2022/A/9219, para. 74; CAS 2022/A/8882, para. 132). It is the role of the Sole Arbitrator to establish the merits of the case independently.

65. Regarding the CAS' *de novo* power, such may also heal any procedural defects that may or may not have occurred before the previous deciding body (with further references CAS 2019/A/6409, para. 123)

66. The Sole Arbitrator will therefore answer the questions whether:

(i) the EPP process was performed correctly;

(ii) the Respondents 2-4 are entitled to training compensation and if so, whether such must be reduced; and

(iii) whether a potentially owed obligation to pay training compensation would infringe European law in the case at hand.

B. The Fourth Respondent's Answer to the Appeal

67. Article R31(3) of the CAS Code explicitly requires that parties file their request for arbitration, statement of appeal, and any other written submission either through courier delivery to the CAS Court Office or via the CAS e-filing platform.

68. While a written submission may initially be transmitted by email, it is deemed valid only if the electronic filing is supplemented by a delivery of the submission along with its copies through courier or via upload to the CAS e-filing platform on the first subsequent business day of the relevant time limit.

69. In the present case, the Fourth Respondent submitted its Answer to the Appeal Brief solely by email, without subsequently adhering to the procedural requirements outlined in Article R31(3) last sentence of the CAS Code. Consequently, the submission fails to comply with the provision stipulated in the CAS Code and is therefore inadmissible.

C. The Electronic Player Passport Process before FIFA

70. The Appellant questions FIFA's diligence in the verification of the information contained in the EPP, as they argued that it is not possible for them to provide the Player Passports which the Appellant demanded by its Request. Further, the Appellant argues that the EPP already contained false information, namely the training category of *inter alia* the Second and Third Respondent.

71. However, FIFA and the Second Respondent both emphasize the speculative and abstract nature of the Appellant's claims. Further, FIFA emphasized that the Appellant's appeal in this regard must be rejected based on the fact that the relevant member associations, the AFA and the FPF, were not included as Respondents, while a decision on the EPP would affect their responsibility to "*ensure that reliable, accurate, and complete player registration and transfer information is made available electronically to FIFA at all times"*. as it is stipulated in Article 4.1 FCHR.

72. The Sole Arbitrator notes that the Appellant did not – besides the alleged wrong qualification of three Clubs, among which are the Second and the Third Respondent – explicitly refer to any specific false information in the EPP, but only raised concerns based on FIFA's non-production of requested documents and the aforementioned alleged wrong qualification.

73. This said, the Sole Arbitrator further notes that according to Article 4 FCHR, it is indeed the member association's responsibility to provide correct and complete information to the TMS via their electronic registration and transfer systems. Therefore, the correct addressees for the claim that any false information was included in the EPP would be the AFA and the FPF, both of which were not included as respondents by the Appellant, leaving them without the possibility to exercise their right to be heard in the procedure at hand.

74. This said and following the CAS jurisprudence in TAS 2024/A/10858 para. 85, the Sole Arbitrator dismisses the Appellant's arguments regarding the alleged errors during the EPP process based on the Appellant's failure to call all relevant parties as respondents, especially the AFA and the FPF. It shall – for the sake of completeness – also be noted that the Appellant did not provide any substantial claim on why the EPP process should be considered incorrect but confined its arguments on speculative considerations. Such cannot suffice for the Sole Arbitrator to deem the EPP process to have been incorrectly conducted and certainly not to draw an adverse interference.

D. The Training Compensation owed

75. Having established the above, the Sole Arbitrator will now turn to the question whether the training compensation has been calculated correctly. For this purpose, it will be examined whether:

    (i) the Player was transferred to the Fourth Respondent from the Second Respondent on a loan or permanently, and

    (ii) whether the Second Respondent can be considered the Player's "former club".

a. The transfer to Famalicao from Velez

76. The Player was transferred from the Second Respondent, Velez, to the Fourth Respondent, Famalicao on 5 October 2020 until 30 June 2021 ("Famalicao Transfer"). However, on 21 January 2021, the Fourth Respondent and the Player signed a termination agreement ("Famalicao Termination").

77. The Appellant argues for the Famalicao Transfer to be permanent, as the employment contract between the Player and Famalicao and the Famalicao Termination did not contain any reference to a loan and, further, the AFA's player passport (Exhibit 3 Appeal Brief) does not contain any reference to a loan transfer of the Player to the Fourth Appellant. In addition, the Appellant further alleged that during the review phase of the EPP, the Famalicao Transfer between the Second and Fourth Respondent was referred to as "Permanent".

78. On the other hand, the Second Respondent argues that the evidence shows clearly that the Famalicao Transfer must be considered a loan and not a permanent transfer. It relies on the agreement between itself, Famalicao and the Player dated 5 October 2020 (the "Loan Agreement"), which contains the wording of a loan transfer and, additionally, on the International Transfer Certificate with TMS reference 324690 / 324672 ("ITC"), the COMET Player Passport ("COMET") and the TMS transfer report order nr. 324690 ("TMS Report"). According to all the abovementioned documents, the nature of the Famalicao Transfer is defined as a loan. Further, FIFA emphasizes that the EPP review phase, which is defined in Article 9 FCHR, does not include the final EPP.

79. Initially, the Sole Arbitrator notes that Article 9.1 FCHR lists the participants of the review process, which are *inter alia*:

> "*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;*
>
> […]*".*

80. Further, the Sole Arbitrator notes that Article 9.3 FCHR stipulates that "[m]*ember associations may review and/or request the amendment of any registration information."* and that, according to Article 9.4 FCHR, "[a] *ny request to amend registration information shall be submitted in TMS by the relevant member association. Such requests shall include, without limitation:*

> *a) a document corroborating the registration of the player, issued by the member association;*
>
> *b) a copy of any relevant International Transfer Certificate, if applicable; and*
>
> *c) a copy of any relevant employment contract, if applicable".*

81. Following that, the Sole Arbitrator concludes that the Appellant's reliance on the information contained in the EPP during the review process cannot be heard, as such information is, as shown by the just cited regulations, not final and can, especially by the respective member association, be changed during the EPP review process.

82. This said, the Sole Arbitrator further notes that the Appellant did not submit any evidence that would prove the permanent nature of the Famalicao Transfer but relies on the absence of an explicit wording of the loan nature of the Famalicao Transfer in the submitted documents, namely the Famalicao Contract, the Famalicao Termination and the AFA player passport.

83. While the Famalicao Contract on which the Appellant relies is an agreement between the Player and the Fourth Appellant, the Loan Agreement, on which – on the other hand – the Second Respondent relies, has been concluded between the Second and Fourth Respondent and the Player. As the nature of a transfer concerns primarily the clubs involved in such and in the Loan Agreement (among other in clause 1.2) the loan nature of the transfer is explicitly stipulated, such wording must, at least when the respective employment contract, which concerns the obligations between a player and the club he is hired by, does not contain any contradictory wording, be primarily considered do determine the transfer's nature.

84. In addition, the further documents on which FIFA and Velez rely, explicitly mention the loan nature of the Familicao Transfer. For the sake of completeness, the Sole Arbitrator also notes that the transfer was concluded for the duration of approximately nine (9) months (and was effectively terminated after approximately four (4) and the Player returned to the Second Respondent afterwards. Those findings further favour the understanding of the Famalicao Transfer being a loan.

85. In conclusion, the Sole Arbitrator rejects the Appellant's claim that the Famalicao Transfer was a permanent transfer, as the evidence presented does not support such a conclusion, nor did the Appellant provide sufficient proof to substantiate the alleged permanent nature of the transfer.

b. Is the Second Respondent the Player's "former club"?

86. The Appellant negates Velez being the "former club" of the Player as they (i) signed the Rights Agreement with him, which violates FIFA's Regulations and therefore disqualifies the Second Respondent to receive any training compensation and, additionally, (ii) the Player was not registered for the purpose of playing organised football.

87. The Second Respondent rejects the Appellant's claims. Referring to the Rights Agreement, the Second Respondent puts forward its compliance with the FIFA Regulations and that the Rights Agreement cannot affect its right to transfer compensation.

88. The Sole Arbitrator initially notes that according to the Rights Agreement, Velez is entitled to "*sums equivalent to fifty percent (50%) NET of the total income that THE PLAYER generates on a future and eventual transfer, assignment, transfer of federative rights and/or commercialization of his economic rights upon joining a new team and/or Club during the term of this agreement*" (Clause 4 Rights Agreement). However, it should also be noted that the Rights Agreement was solely concluded between the Player and Velez. For the avoidance of any doubts, the Sole Arbitrator will not examine the validity or appropriation of the Rights Agreement, as this does not fall into the scope of the appeal

(see para. 66), but only whether such agreement may disqualify the respective club, *in casu* Velez, to receive training compensation.

89. That said, the Sole Arbitrator turns to examining the regulations regarding the entitlement of transfer compensation. Article 20 RSTP reads 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*".

90. Further, Annex 4 Article 2.2 RSTP stipulates the following:

"*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".

91. The Appellant wants an analogy to be drawn to the exemption in Article 2.3 lit. a Annex 4 RSTP in the case at hand. The just mentioned regulation "*prevents a club that fails to respect its contractual obligations from profiting from its behaviour"* and, "[a]*lternatively, a club that does not show any interest in the player's services, as evidenced by its failure to respect its contractual obligations, should not be entitled to any training compensation"* (RSTP Commentary, p. 371).

92. However, in the case at hand the question cannot be whether the Second Respondent violated its duties toward the Player in a matter that must be considered equivalent to a contractual termination without just cause, but whether the Rights Agreement is a waiver of the entitlement to training compensation. Therefore, no analogy to Article 2.3 lit. a Annex 4 RSTP can be drawn.

93. Additionally, the Sole Arbitrator notes that the Rights Agreement, while containing a provision stating that the Player is a "FREE PLAYER", does not – as demanded according to jurisprudence and as provided by the RSTP Commentary on p. 391 – contain an explicit waiver of the training compensation. For the sake of completeness, it should also be noted, that under established CAS jurisprudence, e.g. CAS 2009/A/1919, para. 41, which refers to CAS 2004/A/635, para. 63, "*any statement by a club to the effect that one of its players is a "free player" should be taken to refer to the fact the player is out of contract, not to any entitlement to training compensation"* (RSTP Commentary p. 392).

94. Having considered all of the above and – what the Sole Arbitrator wishes to explicitly reiterate – without ruling on the appropriation of the Rights Agreement, the latter does not disqualify the Second Respondent's right to training compensation.

95. Referring to the Appellant's argument, that the Player was not registered with the Second Respondent "*for the purpose to play organised football*" as it is established in Article 5.2 RSTP, which reads as follows:

"*A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (see Annexe 3). A player that is on trial (see article 19ter) does not need to be registered to participate in friendly matches played in the context of a trial"*.

The Sole Arbitrator notes that the Appellant, to support its claims, relies on the low amount of the matches played by the Player for the Second Respondent and, again, on the Rights Agreement.

96. The RSTP Commentary, on p. 44, establishes that "[…] *a player should not be registered to represent a club for any other reason than to allow them to play football for that club. In particular, registration with the intent of obtaining unjustified (financial) benefits (e.g. to avoid payment of taxes or training compensation) and/or to circumvent applicable rules and regulations or laws is considered illegitimate"*.

97. Firstly, the Sole Arbitrator notes that neither the provision of Article 5.2 RSTP itself, nor the relevant passage in the Commentary refer to or mention a threshold of matches played by a player for a club, which would constitute a condition or even an indication for the purpose for which the Player is registered with a club.

98. While it is true, that the Player did not play constantly for the Second Respondent, he did appear in organised matches. That said, the Sole Arbitrator dismisses the reasoning of the Appellant on this point.

99. Secondly, regarding the Rights Agreement and the Sole Arbitrator being aware of the abovementioned (see para. 96) passage of the Commentary, it must be noted that the Rights Agreement was concluded on 4 August 2023, i.e. the day, on which the Player's registration with the Second Respondent (Velez) ended. Therefore, the Rights Agreement cannot be considered to determine the purpose of the Player's registration with Velez.

100. Finally, the Appellant did not elaborate on why precisely the Player's registration with Velez was not "*for the purpose of playing organised football"* and did not prove sufficiently that (i) – what is crucial to be entitled to training compensation – the Second Respondent did not train and form the Player and (ii) the registration had an illegitimate purpose.

c. Conclusion regarding Chapter IV. D.

101. Having said all of the above, the Sole Arbitrator dismisses the Appellant's claims examined under Chapter VI. D. and finds that:

(i) the Second Respondent is the Player's former club; and therefore, and subject to the following findings and para. 102 et seq. below,

(ii) the Second, Third and Fourth Respondents are entitled to training compensation.

E. The alleged infringement of European law

102. Further, the Appellant argues that the Appealed Decision, by which he is obliged to pay training compensation to the Second Respondent (Velez), infringes European law, particularly Article 45 TFEU as it argues that the *"exception of article 6 para. 3 Annex 4 FIFA RSTP shall apply also in cases of EU Players moving from clubs outside the EU, to clubs based in an EU member state"*.

103. To examine this claim, the Sole Arbitrator initially turns to Article 6 Annex 4 RSTP, which reads as follows:

"*1. For players moving from one association to another inside the territory of the EU/EEA, the amount of training compensation payable shall be established based on the following:*

a) If the player moves from a lower to a higher category club, the calculation shall be based on the average training costs of the two clubs.

b) If the player moves from a higher to a lower category, the calculation shall be based on the training costs of the lower-category club.

2. Inside the EU/EEA, the final calendar year of training may occur before the calendar year of the player's 21st birthday if it is established that the player completed his training before that time.

3. If the former club does not offer the player a contract, no training compensation is payable unless the former club can justify that it is entitled to such compensation. The former club must offer the player a contract in writing via registered post at least 60 days before the expiry of his current contract, subject to the temporary exception below. Such an offer shall furthermore be at least of an equivalent value to the current contract. This provision is without prejudice to the right to training compensation of the player's previous club(s).

i. The contract offer may be made by electronic mail, provided that the former club obtains confirmation from the player that he has received a copy of said offer and can provide such confirmation in case of any dispute".

104. Regarding the application of the just cited rule, the RSTP Commentary says that "[t]*hese provisions are designed to reflect specific circumstances pertaining to certain aspects of EU law, most notably the principle of freedom of movement for workers. They apply exclusively to players moving between member associations within the territory of the EU/EEA, even if the former club is based in a country which has a bilateral agreement with the EU. The player's nationality is irrelevant. The relevant jurisprudence shows that a strict approach is taken*" (RSTP Commentary p. 396).

105. In CAS 2013/A/3119 para. 69 et seq., the Panel, citing various CAS jurisprudence, ruled the following:

> "*68. In the Appealed Decision, the FIFA DRC remarked that the nationality of a player is irrelevant to the application of article 6 of Annex 4 to the FIFA Regulations. The FIFA DRC found that the said provision has a well-defined geographic limitation and concerns transfers of players from one association to another inside the territory of the EU/EEA. Consequently, the FIFA DRC found it to be clear that article 6 of Annex 4 to the FIFA Regulations does not apply in the present case as a lex specialis.*
>
> *69. The Panel endorses the Appealed Decision and the position contended for by Vélez Sarsfield. The Panel finds that, although article 6(3) itself does not specifically in its actual wording provide that its scope is limited to transfers occurring within the EU/EEA, the Panel finds nevertheless that such is the case. In this respect, the Panel refers to the fact that the heading of article 6 stipulates "Special provisions for the EU/EEA" and that both article 6(1) and 6(2) specifically provide that its territorial scope is limited to transfers inside the territory of the EU/EEA.*
>
> *70. Consequently, the Panel finds that article 6 as a whole is only applicable to transfers occurring within the territory of the EU/EEA, i.e. a transfer of a player moving from one association to another inside the territory of the EU/EEA, regardless of the fact whether the player concerned is an EU citizen or not. Since the Player was transferred from a club from outside the territory of the EU/EEA to a club inside the territory of the EU/EEA, article 6 of Annex 4 to the FIFA Regulations is not applicable to the present transfer".*

106. The Appellant, however, states that such an approach infringes Article 45 TFEU as ruled by the Hanseatic Higher Regional Court of Bremen ("OLG Bremen") in its decision 2 U 67/14, *SV Wilhelmshaven e.V. vs. Norddeutscher Fußball-Verband e.V.*, which, in the relevant parts reads as follows:

> "*Contrary to the defendant's and CAS's opinion, not only the player but also the plaintiff, as his employer, can invoke Article 45 TFEU. The right of the worker not to be discriminated against in recruitment and employment can only be fully effective if employers have a corresponding right to recruit workers in accordance with the provisions on freedom of movement (see ECJ, judgment of 16 April 2013, C-202/11, para. 18 with further references, "Las").*
>
> *[...]*
>
> *The fact that FIFA also believes that different rules must be applied within the EU is also evident from the fact that FIFA– following negotiations with the EU Commission– has made a different provision regarding compensation for transfers within the EU or the EEA in Article 6 of Annex 4. According to Article 6, paragraph 1.a), in the event of a player's transfer from a club in a lower category to a club in a higher category, the training compensation is calculated based on the average training costs of the two clubs; thus, the costs of the training club are always taken into account. To the extent that Article*

6, Paragraph 1.b), when a player transfers from a club in the higher to a lower category, provides for compensation based on the training costs of the club in the lower category, this is a provision that facilitates the transfer of clubs. It therefore provides a preferential treatment for the player compared to the otherwise required orientation towards the costs of the training club with regard to Article 45 TFEU, and is therefore unobjectionable in this respect" (OLG Bremen 2 U 67/14, p. 22 et seq.).

107. The aforementioned decision was then brought before the Federal Court of Germany ("BGH"). Focusing on the question whether the North German Football Association had the right to execute the sanction FIFA imposed on the club SV Wilhelmshaven e.V. for the non-payment of training compensation and negating such competence, the BGH left open the question regarding the compliance of the training compensation system with Article 45 TFEU (see BGH II ZR 25/15 para. 57).

108. Having examined the arguments at hand and the relevant jurisprudence and regulations, the Sole Arbitrator finds that (i) the CAS has an established jurisprudence on the applicability of Article 6 Annex 4 RSTP and that (ii) while a highest regional court (the OLG Bremen) did decide on the compliance of the training compensation system and Article 45 TFEU, no supreme judicial ruling on this questions exists to the Sole Arbitrator's knowledge.

109. *In conclusio*, the Sole Arbitrator does not feel compelled to deviate from the existing and established CAS jurisprudence and therefore denies a widening of the applicability of Article 6 Annex 4 RSTP in analogy to the CAS' jurisprudence regarding Article 19(2)(b)(i) RSTP.

110. The Sole Arbitrator thereby dismisses also the Appellant's claim regarding the alleged infringement of Article 45 TFEU, as Article 6 Annex 4 RSTP is not applicable in the case at hand.

F. The mitigation of the training compensation owed

111. The Appellant demands the training compensation to be reduced "*by at least 50%"* (Appeal Brief para. 174), should the Sole Arbitrator find that the training compensation awarded in the Appealed Decision must be paid.

112. While the Sole Arbitrator is well aware that he "*has discretion to take all surrounding facts and circumstances into account"* (CAS 2009/A/1757 para. 28), when deciding on the amount of the training compensation, he is of the opinion that the submitted arguments do not justify a mitigation of the sums that were calculated on the principles stipulated in Article 5 Annex 4 RSTP.

113. That said, the Sole Arbitrator finds the training compensation awarded to the Second, Third and Fourth Appellant to be appropriate.

G. Conclusion

114. Regarding all of the above, the Sole Arbitrator finds that:

(i) no errors occurred during the EPP process;

(ii) the training compensation awarded by the Appealed Decisions is owed to the Second, Third and Fourth Appellant;

(iii) such ruling does not infringe European law; and

(iv) the training compensation awarded by the Appealed Decisions is appropriate.

115. Therefore, the appeal is dismissed.

VII. COSTS

(…)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed on 24 May 2024 by Larissa Football Club against the determination on the EPP 30869 and the corresponding Allocation Statement TC-7676 rendered by the FIFA general secretariat on 3 May 2024 is dismissed.

2. The determination on the EPP 30869 and the corresponding Allocation Statement TC-7676 rendered by the FIFA general secretariat on 3 May 2024 are upheld.

3. (…).

4. (…).

Seat of arbitration: Lausanne, Switzerland
Date: 24 November 2025

THE COURT OF ARBITRATION FOR SPORT

Dr Marco Balmelli
Sole Arbitrator