CAS 2023/A/10032 Wolverhampton Wanderers FC v. Fédération Internationale de Football Association (FIFA)

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President:	Mr Francesco Macrì, Attorney-at-Law in Piacenza, Italy
Arbitrators:	Prof. Philippe Sands KC, Barrister in London, United Kingdom
	Mr Manfred Nan, Attorney-at-law in Amsterdam, The Netherlands

in the arbitration between

Wolverhampton Wanderers FC, Wolverhampton, United Kingdom

Appellant

represented by Mr Stuart Baird, Mr Philippe Bonner and Ms Alice Skupski, Centrefield LLP, Manchester, United Kingdom

and

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

Respondent

Represented by Mr Jan Kleiner, Director of Football Regulatory, and Mr Alexander Jacobs, Senior Legal Counsel

I. THE PARTIES

1. Wolverhampton Wanderers Football Club (1986) Limited (the "Appellant" or the "Club" or "WWFC") is a professional football club with its registered office in Wolverhampton, United Kingdom. The Club is registered with the English Football Association Limited ("The FA"), which in turn is affiliated to the *Fédération Internationale de Football Association (*the" FIFA").

2. FIFA (or the "Respondent") is the international governing body of football with its registered office in Zurich, Switzerland. FIFA exercises regulatory, supervisory, and disciplinary functions over national associations, clubs, officials, and players worldwide.

3. The Club and FIFA are hereinafter jointly referred to as the "Parties"

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, the hearing and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

A. Background facts

5. The British player, L. F. O., who is a minor (the "Player" or the "Minor"), was born on 27 June 2007 in Letterkenny (Republic of Ireland), and he is both an Irish national (with Passport No. […]) and UK national (with Passport No. […]). He was registered with Derry City's Academy in January 2020 as an amateur.

6. Derry City FC is geographically located in Northern Ireland (United Kingdom) but is affiliated with the Football Association of Ireland (the "FAI").

7. On 4 July 2023, the FA, on behalf of the Club, submitted an application in the Transfer Matching System (TMS) for the approval of the Players' Status Chamber of the Football Tribunal (PSC) prior to the international transfer of the Player from Derry City FC. In particular, the FA based its application on the exception outlined in Art. 19 par. 2 b) of the FIFA Regulations on the Status and Transfer of Players (the "RSTP"): *"The player is aged between 16 and 18 and the transfer takes place within the territory of the European Union (EU) or the European Economic Area (EEA) or between two associations within the same country".*

8. According to the regulations, the FA filed various pieces of evidence to FIFA deemed helpful in support of its request, such as the registry certificates of the Player, the Player's parents' permission to move to the UK, two statements concerning the Player's accommodation in Wolverhampton, the education and sporting program to be followed, and a copy of the employment contract between the Player and the Club, valid until 30 June 2024.

9. On 6 July 2023, the FAI disputed the application made by the FA in the TMS on the basis of a statement dated 5 July 2023, according to which it declared, *inter alia,* (i) that the Player was *"a resident of the Republic of Ireland ([…], Buncrana, Donegal, […]) and in full-time education in the Republic of Ireland ([…], Buncrana, Co. Donegal, […]) and […]* that *"It was also agreed between FIFA and the FAI that players under 18 years of age who reside and have been educated in Northern Ireland for a minimum period of at least 5 years at the time of registration, may register with other clubs in the United Kingdom, however this exception does not extend to include players registered with Derry City FC but who reside and/or are in education in the Republic of Ireland. This agreement was put in place between the Football Association of Ireland and FIFA following Brexit and the agreement must be upheld, Derry City Football Club are aware of agreement and no exceptions are permitted".* Furthermore, the FAI submitted copies of screenshots from the website "Google Maps" showing the Player's address and school address, as located in the Republic of Ireland.

10. On 11 July 2023, upon request from the FIFA administration, the FA facilitated the Player's player passport issued by the FAI, according to which the Player was registered as an amateur with the Irish club, Cockhill Celtic FC, from 21 March 2018 to 6 January 2020, and then with Derry City FC from 7 January 2020 to the present day, also as an amateur.

11. On 23 July 2023, the FA also submitted a statement issued by […] in Donegal (Republic of Ireland), according to which the Player has been registered with that medical centre since July 2014; a statement dated 20 July 2023 from the […] School in Buncrana, Co Donegal (Republic of Ireland), attesting that the Player has been enrolled in said school since 26 August 2020; a statement from the Bank of Ireland dated 20 July 2023, by means of which it confirmed that the Player's bank account in said bank *"has been opened since 26 March 2018;* and a copy of a bank account in the name of the Player, at the Bank of Ireland, confirming that the Player has been residing in […], Buncrana, Co Donegal.

12. On 3 August 2023, the Single Judge of the FIFA PSC rejected the request of the FA based on Article 19 of the RSTP (the "Appealed Decision"). The grounds of the

Appealed Decision were notified to the FA on 25 August 2023 via the FIFA Transfer Matching System. On 14 September 2023, the FA forwarded the grounds of the decision to the Appellant.

B. The Decision of the Single Judge of the FIFA PSC

13. In the Appealed Decision, the Single Judge of FIFA PSC emphasised that the Player is a minor (born on 27 June 2007) and that, in accordance with Article 19, para. 1 of the RSTP, in principle, international transfers of players are only permitted if the Player over the age of 18. However, there are certain exceptions to this rule, which are set out in Article 19 para. 2 and para. 4 lit. c) of the RSTP, which are to be considered exhaustive.

14. Furthermore, the Single Judge found that the request of the FA was filed according to the provision of Article 19 para. 2 b) of the RSTP, "according *to which a player aged between 16 and 18 can transfer internationally within the territory of the European Union (**EU**) or European Economic Area (**EEA**) – point i. –, or between two associations within the same country – point ii. –, subject to further requirements stipulated being complied with:*

    i. *First of all, the club is required to provide the player with adequate football education and/or training in line with the highest national standards – point iii.;*

    ii. *In continuation, the club needs to guarantee an academic education or vocational training to the player enabling him to pursue a career other than football should he cease to play professional football – point iv. –;*

    iii. *Finally, the club is requested to make necessary arrangements so that the player is properly looked after and accommodated – point v. –.*

15. In the Single Judge's view, "*the protection of minors is one of the fundamental principles of the RSTP. Therefore, only by strict and proper application of the appropriate provisions can it be guaranteed that the protection of minor players is not compromised".*

16. The Single Judge acknowledged that Derry City FC, although located in Northern Ireland (United Kingdom), is affiliated with the FAI (Republic of Ireland). Therefore, in principle, any transfer between Derry City and clubs affiliated to one of the British Associations do not take place within the territory of the European Union (EU) or the European Economic Area (EEA), nor do they take place between two associations within the same country: "*consequently, transfers between Derry City FC and clubs affiliated to one of the British associations do not fulfil the conditions of art. 19 par. 2 b) let. ii. of the RSTP".*

17. Further, the Single Judge referred to the decisions issued by the Chairman of the Players' Status Committee, sent by the FIFA administration to the FA and the FAI on 31 August 2021 (First Decision) and on 2 August 2023 (Second Decision), both concerning the unique case of Derry City FC and the transfer of minors affiliated to that club.

18. In the First Decision, it was decided that: *"the application of Art. 19 par. 2 b) let. ii. of the RSTP may exceptionally be extended, under strict conditions, to transfers of players aged between 16 and 18 and taking place between Derry City FC and a club affiliated to an association within the United Kingdom "provided that the potential transfer(i) is not a bridge transfer (cf. art. 5bis of the RSTP) and (ii) does not aim at circumventing the applicable provisions related to the protection of minors.".* In the Second Decision, it was decided that, on the exceptional extended scope of art. 19 par. 2 b) let. ii. of the RSTP: *"art. 19 par. 2 b) let. ii. of the RSTP shall exceptionally apply to transfers of minor players from Derry City FC, in view of the very unique situation of the club, in cases where the player has been living continuously within the United Kingdom for at least five years, and all of the requirements of art. 19 par 2 b) are also met. This decision was taken in view of the particular circumstances of "the situation of players registered with Derry City FC while residing in the Republic of Ireland, i.e. outside of the United Kingdom". In this respect, the Chairperson of the PSC observed that the potential transfer of a player in this specific situation to a club affiliated to an association with the United Kingdom, may constitute a circumvention of the applicable provisions related to the protection of minors".*

19. Based on these decisions, the Single Judge first pointed out that the Player was a minor at the time of the application by the FA (and therefore complied with the age requirement contained in article 19, paragraph 2 b) of the RSTP), and that the international transfer involved clubs affiliated with the FAI (Republic of Ireland) and the FA (England).

20. Further, the Single Judge observed *"that the Player was born in the Republic of Ireland and has always been residing in said country. In other words, the Player has not been living continuously within the United Kingdom for at least five years, which is one of the conditions required for art. 19 par. 2 b) ii. of the RSTP to be applicable to a transfer of a player aged between 16 and 18 years old, taking place between Derry City FC and a club affiliated to an association within the United Kingdom, as set out in the Second Decision".*

21. Accordingly, the Single Judge decided that "*the requirements set out in the First Decision and the Second Decision for the exceptional application of art. 19 par. 2 b) ii. of the RSTP had not been met"* and "*for procedural reasons he would not take into*

account the other criteria laid down in art. 19 par. 2 b) of the RSTP, particularly iii., iv., v. and vi".

22. Consequently, the application filed by the FA on behalf of the Club for approval prior to the request for the International Transfer Certificate of the Minor was rejected.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 5 October 2023, the Club filed a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") in accordance with Article 58 of the FIFA Statutes and Articles R47 and R48 of the Code of Sports-related Arbitration (2023 edition) (the "CAS Code") against the Respondent with respect to the Appealed Decision. In its submissions, the Appellant named the FA as an intervening party since the application to FIFA was filed by that association and requested the disclosure of the documents therein indicated. Further, the Appellant asked for the suspension of its time limit to file the Appeal Brief until the Panel, once appointed, had decided on its request for the disclosure of the indicated documents and a 20-day extension of its time limit to file the Appeal Brief as of the issuing of the Panel's decision on such request.

24. On 18 October 2023, the Respondent informed the CAS Court Office that it agreed to the Appellant's requested extension to file its Appeal Brief, but it considered the Appellant's request for the production of the documents as indicated to be overly broad and vague, which was essentially a fishing expedition and did not comply with the requirements of Article R44.3 of the CAS Code. The Respondent did not object to producing the First and Second Decisions, as mentioned in the Appealed Decision.

25. On 20 October 2023, the Appellant sent a letter to the CAS Court Office in which it essentially reiterated its request for *(i)* the written reasons for the First and Second Decisions, which were the documents in FIFA's possession; *(ii)* a copy of the so-called "*agreement" ("and all correspondence and records [...]*" with it) between the FAI and FIFA regarding the exception to the general prohibition under Article 19 of the FIFA RSTP, namely the so-called "5-year requirement" for players who have been resided and educated in Northern Ireland. The Appellant stated that (i) such an agreement was concluded exclusively between FIFA and the FAI; (ii) the Appellant did not know of the agreement's existence before the application for player registration.

26. On 23 October 2023, the FA informed the CAS Court Office that it did not intend to participate as a party in these proceedings. Further, within the extended time limit, FIFA informed the CAS Court Office that it appointed Mr Manfred Nan, Attorney-at-Law in Amsterdam, The Netherlands, as arbitrator.

27. On 30 October 2023, the CAS Court Office informed the Parties that the arbitrator initially nominated by the Appellant declined to serve as arbitrator. Consequently, on 3 November 2023, the Appellant nominated Prof. Philippe Sands KC, Professor of Law in the United Kingdom and France, as arbitrator.

28. On 30 October 2023, FIFA noted that the Appellant, in its letter dated 20 October 2023, acknowledged receipt from the FA of two letters from Ms Erika Montemor Ferreira dated 31 August 2021 and 2 August 2023, which, it was pointed out, were, in fact, the First and Second Decision. FIFA also stated that there were no other detailed written reasons or detailed reasoning beyond the content of those two letters. FIFA also objected to any other documents being disclosed concerning the mentioned agreement.

29. On 1 November 2023, the Appellant stated that it already possessed the First and Second Decision and acknowledged that there was no other relevant document concerning such judgments. Furthermore, the Appellant complained that FIFA had not confirmed the existence of an agreement between FIFA and FAI, as mentioned in the Appealed Decision, and maintained the request for disclosure of that document, assuming it was likely to exist, and invited the Respondent to amicably discuss its production request of such a "FAI/FIFA Agreement".

30. On 8 November 2023, the Respondent reiterated its objection to the Appellant's request to disclose a "FAI/FIFA Agreement", not complying with the provision of Art. R44.3 of the CAS Code.

31. On 13 November 2023, the Appellant expressed its disappointment about the Respondent's refusal to discuss *vis-à-vis* the request for production of the FAI/FIFA Agreement, which formed, in the Appellant's view, a central plank of the reasoning in the Appealed Decision. Therefore, the Appellant asked that the Panel decide on the issue at stake unless the Respondent would be willing to discuss the matter further.

32. On 23 November 2023, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the Arbitral Tribunal appointed to hear the Appeal was constituted as follows:

President: Mr Francesco Macrì, Attorney-at-Law in Piacenza, Italy.

Arbitrators: Prof. Philippe Sands KC, Barrister in London, United Kingdom

Mr Manfred Peter Nan, Attorney-at-Law in Amsterdam, The Netherlands

33. On 24 November 2023, the Appellant acknowledged the formation of the Panel and requested the admission of its letter, reiterating the invitation to the Respondent to discuss the previous requests for disclosure of the mentioned agreement.

34. On 29 November 2023, the Panel invited the Respondent to produce the complete file case related to the proceedings before the Single Judge of the FIFA PSC.

35. On 7 December 2023, the CAS Court Office, on behalf of the Panel, communicated to the Parties that *(i)* the Appellant's request for disclosure of the First and Second Decisions was moot and therefore dismissed; *(ii)* the request for disclosure of a written agreement between FAI and FIFA was dismissed, as well as for any correspondence and documents related to such written agreement; (iii) the Appellant's letter, dated 13 November 2023, was admitted to the case file, being it a mere communication.

36. On 1 February 2024, the Appellant insisted on the disclosure of such a FAI/FIFA Agreement, arguing that the FAI objected to the Appellant's request for the ITC for the Player based on such a document. Therefore, the Appellant asked the Panel to review its previous decision and order the Respondent to produce the mentioned agreement and any attached document.

37. On 2 February 2024, the Respondent replied to the Appellant's communication, stating that a written agreement between FAI and FIFA regarding the transfers of players between Ireland and the United Kingdom does not exist. Instead, such an issue was discussed via multilateral telephone conversations between the Federations' representatives and summarised in the First and Second Decisions. Therefore, any Appellant's request for a written document should have been dismissed.

38. On 2 February 2024, the Appellant filed its Appeal Brief pursuant to Article R51 of the CAS Code within the extended time limit.

39. On 6 February 2024, the CAS Court Office communicated to the Parties that the Appellant's request for the production of documents, as submitted on 1 February 2024, was dismissed.

40. On 28 February 2024, the Respondent filed with the CAS Court Office a request for bifurcation of the proceedings, requesting the Panel to issue a preliminary award declaring the Appeal inadmissible; pending the decision on the bifurcation, the Respondent asked for the suspension of the deadline to file its Answer to the Appeal. The Respondent stated that the Statement of Appeal was manifestly late since it was filed on 5 October 2023 rather than the assumed deadline of 15 September 2023. Therefore, according to Article R55(4) and (5) of the CAS Code, the proceedings should

be bifurcated and the appeal declared inadmissible for procedural efficiency and saving time and costs.

41. On 7 March 2024, the Appellant informed the CAS Court Office that the Respondent's request for bifurcation was baseless and should be rejected by the Panel. In particular, the Player's interest in issuing a reasoned decision on the correct application of the provision of Article 19 of the RSTP was, *prima facie*, overriding compared to the reasons of procedural efficiency advanced by the Respondent. Moreover, the Respondent had several opportunities during the proceedings to object to the inadmissibility of the Appeal but remained silent on this issue. Therefore, taking into account the fact that the Appellant had already filed his Appeal Brief at that stage of the proceedings, the interest of the Player in obtaining a timely decision without suffering any further delay that could affect his career, the Appellant requested that the Respondent's request should be denied. Finally, the Appellant strongly disagreed with the Respondent's request, as the Appeal was filed on time, considering the 21-day deadline from the day it became aware of the Appealed Decision, in support of its submissions. In that regard, the Appellant submitted a letter from the FA, dated 7 March 2024, in which the FA clarified that the delay in notifying the decision was outside the direct control of the Club; rather, the grounds of the Appealed Decision were discovered through the TMS by the FA only on 14 September 2023 and immediately forwarded to the Appellant.

42. On 14 March 2024, the CAS Court Office communicated to the Parties that the request for bifurcation had been denied, inviting the Respondent to file its Answer within the given deadline. Furthermore, the Parties were informed that the Panel, given the Parties' requests, had decided to hold a hearing in person.

43. On 19 March 2024, after consultation with the Parties, the CAS Court Office informed the Parties that an in-person hearing would be held on 12 July 2024 at the CAS headquarters in Lausanne, Switzerland.

44. On 2 April 2024, the Parties communicated the CAS Court Office the names of the persons attending the hearing,

45. On 13 May 2024, within the extended time limit, the Respondent filed its Answer to the Appeal Brief in accordance with Article R55 of the CAS Code.

46. On 17 May 2024, the Appellant sought permission to produce new evidence from the FA concerning the application of Article 19(2) of the RSTP to the transfer of minor players registered with Derry City.

47. On 22 May 2024, the Respondent informed the CAS Court Office that it objected to the Appellant's request to produce new evidence as it failed to prove any exceptional circumstance pursuant to Article R56 of the CAS Code. Further, the Respondent requested a precise indication of the specific topics on which the expert indicated by the Appellant was called to testify at the hearing.

48. On 5 June 2024, the CAS Court Office informed the Parties that (i) the Appellant was ordered to specify on which topics the indicated expert was called to testify; (ii) the Appellant's request to adduce further evidence was denied as it failed to prove any exceptional circumstance, pursuant to Article R56 of the CAS Code; (iii) the Panel has decided not to hold a Case Management Conference.

49. On 10 June 2024, the Appellant provided the CAS Court Office with a legal opinion and an excerpt from its expert, Prof. Thomas Probst.

50. On 10 July 2024, the Respondent and the Appellants returned duly signed copies of the Order of Procedure to the CAS Court Office.

51. On 12 July 2024, a hearing was held at the CAS Court Office in Lausanne, Switzerland. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and composition of the arbitral tribunal.

52. In addition to the members of the Panel and Ms Lia Yokomizo, Counsel to the CAS, in place of Mr Antonio de Quesada, Head of Arbitration, the following persons attended the hearing in person and by videoconference:

- For the Appellant: Mr Stuart Baird, Mr Philip Bonner, Ms Alice Skupski, Mr Edgard Philippin, Mr Riccardo Coppa in person; Ms Rebecca Craigie, Counsels; Mr Matt Wild, Club's Representative on a remote basis.
- For the Respondent: Dr Jan Kleiner, Director of Football Regulatory, and Mr Alexander Jacobs, Senior Legal Counsel, both in person.

53. The Panel heard evidence from Mr Thomas Probst, Professor of Private & Comparative Law at the Law Faculty of the University of Fribourg, Switzerland, expert called by the Appellant, and from Ms […], the Player's mother, and Ms Laura Nicholls, WWFC's Academy Manager for Operation, both witnesses called by the Appellant. The President of the Panel invited them to tell the truth subject to the sanctions of perjury under Swiss Law. The Parties and the members of the Panel had full opportunity to examine and cross-examine the expert and the witnesses.

54. The Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the members of the Panel.

55. At the conclusion of the hearing, the Parties expressly stated that they did not have any objection to the procedure adopted by the Panel and that their right to be heard had been fully respected.

56. On 15 July 2024, following the Panel's request during the hearing, the Respondent provided a copy of the FIFA Regulations on the Status and Transfer of Players (2012 edition) that were in force at the time the award was rendered in CAS 2014/A/3611 (Real Madrid FC v. FIFA dated 27 February 2015).

57. The Panel confirms that it carefully heard and took into account in its decision all the submissions, evidence, and arguments presented by the Parties, even if they have not explicitly been summarised or referred to in the present arbitral award.

IV. SUBMISSIONS OF THE PARTIES

58. The following summary of the Parties' positions is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Panel, however, has, for the legal analysis which follows, carefully considered all the submissions made by the Parties, even if there is no specific reference to those submissions in the following summary.

A. The Appellant

59. On 2 February 2024, the Appellant filed its Appeal Brief pursuant to Article R51 of the CAS Code. This document contained a statement of the facts and legal arguments. The Appellant challenged the Appealed Decision, submitting the following requests for relief:

"*(i) That the Appeal is admissible and well-founded; and*

(ii) That Appealed Decision is annulled in its entirety and replaced with a new decision stating that the Player is permitted to register with the Appellant; or

(iii) Alternatively, that the Appellant's application to registration to the Player pursuant to Article 19 par. 2 let. B) of FIFA's Regulations on the Status and Transfer of Players be remitted to a newly constituted FIFA Players' Status Committee to be determined afresh; and

iv) The Respondent shall pay in full of, in the alternative, a contribution toward the costs and expenses of Appellant pertaining to these arbitral proceedings.".

60. The Appellant submits that the assessment of the admissibility of the application for the registration of the Player in favour of the FA (and the consequent transfer of the same in favour of the WWFC) should necessarily rest on the historical events that have shaped the relationship between the United Kingdom and Ireland up to the last century.

61. It is important to remember why Derry City FC, despite being geographically located in Northern Ireland, gained the right in 1985 to participate in competitions organized by the Football Association of Ireland rather than those organized by a Football Association in the United Kingdom.

62. Moreover, the Appellant argues that the invoked exception to the ban on the transfer of minors, as outlined in Article 19(b) of the RSTP, should be considered in light of the Common Travel Area (CTA). This area, which encompasses the current agreements on the free movement of citizens of Ireland and the United Kingdom, provides reciprocal rights for British and Irish citizens. These rights allow them to move freely between the UK and the Republic of Ireland, reside in both areas, and work in both the UK and the Republic of Ireland without having to apply for permits from the corresponding authorities, thereby ensuring a fair and balanced arrangement.

63. Concerning the first historical premise, the Appellant argues that Derry City's affiliation to the FAI was a result of the tensions and the heavy fights between the unionist/loyalist and nationalist/republican communities in Northern Ireland, which led to a 30-year conflict started in the late 1960' and ended in 1998 (the so-called "the Troubles").

64. In short, on the island of Ireland, there were two Leagues for the organisation of football competitions among the Irish clubs: the Irish League, with most clubs, including those in Northern Ireland, under the Irish Football Association, and the League of Ireland, an autonomous association, now the FAI. The Irish League has evolved into the primary league for Northern Irish clubs, while the League of Ireland has been the home for clubs in the Republic of Ireland, enjoying its autonomy under the FAI.

65. Derry City FC was founded in 1928 and, as Northern Ireland's second-largest city, it was admitted to the Irish League. Regrettably, consequentially to the sectarian tension and violence of the Trobules, the Club was rejected from the Irish League in 1972 and finally joined the FAI since then to the present day, given the permission of FIFA and UEFA.

66. Concerning the agreement between Ireland and the United Kingdom, the Appellant emphasizes the significance of the Common Travel Area (CTA), highlighting that the agreement, signed by the Governments of the United Kingdom and the Republic of

Ireland in 2019, solidifies and puts into effect the numerous social and economic ties between the two countries. It also enables their citizens to enjoy reciprocal rights and privileges, particularly the freedom to move across national borders over time.

67. The Common Travel Area (CTA) and reciprocal rights and privileges have existed long before the United Kingdom or the Republic of Ireland were members of the European Union (EU). Following the United Kingdom's withdrawal from the EU, the agreement was reaffirmed, specifically regarding the reciprocal rights of citizens to move, reside, and work.

68. Moreover, the Appellant points out that the Common Travel Area (CTA) is acknowledged in EU law through Protocol No. 20 to the Treaty on European Union (TEU) and the Treaty on the Functioning of the EU (TFEU). This protocol states that the United Kingdom and the Republic of Ireland are permitted to maintain arrangements between themselves regarding citizens' freedom of movement within their territories.

69. Given this background, the Republic of Ireland is not considered a foreign country for the United Kingdom, and its citizens enjoy a special status in UK law. This status includes the right to travel "passport-free" between the two jurisdictions without needing any leave "to enter or remain in the United Kingdom" (see Section 3ZA of the Immigration Act 1971 of the Government of the United Kingdom).

70. Consequently, as a general framework, the Player cannot be prevented from exercising the rights provided by the CTA, including to live and work in the United Kingdom permanently, without any immigration restrictions.

71. However, the Appellant is concerned that the Appealed Decision did not consider the player's rights to move from Derry City to WWFC legitimately. This is in accordance with the application filed by the FA regarding the exception to Article 19 para. 2 b) of the RSTP (2023 Edition), which states that the potential transfer should not be a bridge transfer and should not aim at circumventing the applicable provisions related to the protection of minors.

72. The Single Judge of the PSC rejected the FA’s application on the grounds of the Second Decision of the Chairman of the PSC dated 2 August 2023. The Second Decision provided the exceptionally extended scope of Article 19 para. 2 lett. B ii) could only apply to transfers of minors from Derry City FC if: i) the Player has been living continuously within the United Kingdom for at least five years; and ii) all of the requirements of Article 19 par. Let. B) of the RSTP were met. Since the Player had been living in the Republic of Ireland (specifically in Buncrana, County Donegal), the FA’s request could not be accepted because the 5-year residency requirement was not met.

73. The Appellant is claiming that the Appealed Decision is unlawful and incorrect. They argue that such a judgment was based on the Second Decision, which was not in effect at the time of the FA's application. Furthermore, the Appellant believes that the decision is unjustified in relation to the five legal arguments presented in the Appeal Brief: 1) the failure of the RSTP to recognize the Player's right to reside and work in the UK 2) a different interpretation of the "same country" exception in Article 19 par. 2 lett. B ii) RSTP 3) the possibility of including an additional case-specific exception to Article 19 RSTP 4) the legitimate expectation of the Player to move to the Appellant as per the First Decision and the aversion of the Second Decision to Article 2 of the Swiss Civil Code and its incompatibility with Swiss public policy 5) a fairer and more correct application of the RSTP provisions to the unique case at hand.

74. In regard to the first issue, the Appellant believes that Article 19 par. 2 RSTP does not acknowledge other valid international agreements outside of the EU treaties that grant workers and citizens (mainly the Irish in this appeal) the right to live and work abroad, notably in the United Kingdom.

75. The Appellant deeply laments that FIFA's regulations prioritize only the rights of EU workers and citizens while neglecting the significance of the Common Travel Area (CTA). Specifically, the right of Irish citizens to freely reside and work in the United Kingdom under the CTA is being overlooked and not being given due consideration.

76. This line of reasoning has led other panels to consider broadening the list of exceptions specified in Article 19, paragraph 2 of the RSTP. This expansion hinges on the acknowledgement and assurance of fundamental rights for minors during international transfers, especially in crucial areas like education and training.

77. Some previous judgments have emphasized that, based on a strict interpretation of Article 19, paragraph 2 of the RSTP, only clubs located in EU/EEA countries could recruit and sign minor players. At the same time, this opportunity would not be extended to clubs from non-EU/EEA countries. Specifically, those panels suggested that FIFA should consider these varying approaches and make changes to its regulations or provide alternative regulatory interpretations through specific circulars.: "[…] *However, in the opinion of the Panel, this finding suggests that the territorial scope of the provision should no longer be restricted to transfers "within the territory of the European Union (EU) or European Economic Area (EEA) […] However, considering the implications of such decision, the Panel finds that the matter should be dealt with first by FIFA, which is expected to duly consider the findings of this award. FIFA will then be able to determine whether to amend the regulations, or to adopt a different interpretation of the*

rule through circular letters, or otherwise, which is of course its prerogative" (CAS 2016/A/4903).

78. Over the years, FIFA has demonstrated its commitment to expanding the exceptions to the general prohibition of registering minors by implementing various amendments and adjustments to the existing regulations. In 2016, the '5-year rule' provided an exception to the prohibition in Art. 19 par. 1 lit. 4 c) RSTP. In March 2020, the 'humanitarian exceptions' were explicitly introduced for refugee minors. Furthermore, in November 2020, the 'same country exception' was implemented due to the UK's exit from the EU. These changes reflect FIFA's dedication to ensuring fairness and inclusivity in football.

79. The Appellant believes that FIFA, as a Swiss Association, is obligated to adhere to Swiss Law, particularly the principle of equal treatment of its members. Swiss Law considers any statutory or regulatory provision that contradicts this principle null and void.

80. Further, according to Article 19 of the Federal Act on Private International Law ("Swiss PILA"), the law applicable to the subject matter of a dispute can be set aside in favour of a provision of the law of a third state: "[i]*f, pursuant to Swiss legal concepts, the legitimate and manifestly preponderant interests of a party so require, a mandatory provision of a law other than that designated by the Swiss PILA may be taken into account if the circumstances of the case are closely connected with that law*".

81. The Appellant acknowledges that the provision of Article 19 PILA must be applied restrictively, as per the consistent jurisprudence of the Swiss Federal Tribunal. However, it argues that the provision in question must be applied in this case, as all three conditions mentioned above are fulfilled:

- the rights of Irish citizens to live and reside in the United Kingdom are granted by the Common Travel Area (CTA) and should be given the same recognition as the rights of EU/EEA citizens. They are mandatory and a matter of public order.

- there is a strong connection between the ongoing dispute and the mandatory law of a third state. This is especially relevant as the Player, who is both an Irish and UK citizen, intends to live and work in the United Kingdom.

- in the context of Swiss law, it is important to consider the mandatory norm of the third state due to the significant interest involved. Article 27 of the Federal Constitution of the Swiss Confederation guarantees the fundamental right for individuals to freely choose a professional economic activity and pursue it. In light of Swiss law, the right of Irish citizens, such as the Player, to reside and work in the United Kingdom must be taken into consideration.

82. This suggested regulatory framework results in the prohibition at Article 19 par. 1 should be set aside in the case of minor players wishing to avail themselves of their rights pursuant to the CTA and/or Section 3ZA of the Immigration Act 1971, such that the Player should be granted an international transfer certificate and allowed to be registered with WWFC. Alternatively, Article 19 PILA should be interpreted less restrictively to ensure that it aligns with the facts of the proceedings and upholds the principle of equal treatment for all citizens. This is essential to ensure that justice is served in the present case.

83. The Appellant is making a second argument regarding the accurate interpretation of the "same country exception" outlined in Article 19 of the RSTP, paragraph 2, sub-section B ii). The unique situation of players registered for Derry City, who may reside in either Northern Ireland or the Republic of Ireland, leads the Appellant to believe that the exception should apply to associations within the same country and clubs within the same country.

84. This interpretation is supported by the content of the first decision of the PSC (dated 31 August 2021), which held that the exception in Article 19(2)(b)(ii) RSTP was also applicable to transfers of minors from Derry City to any club in the United Kingdom, given the unique political situation at stake, as well as the undeniable circumstance that Derry is geographically located in the same country as WWFC.

85. The Player should not be denied the opportunity to transfer to WWFC simply because of the political situation in Northern Ireland before he was born. The 5-Year Requirement outlined in the FAI's letter of 5 July 2023 has resulted in unequal treatment between the player and others previously or currently registered with Derry City, based solely on whether their parents have chosen to live there.: *"[t]he Appellant submits that such an approach has, in the case of the Player, led to an arbitrary and unfair outcome in respect of his desire to register with WWFC and has the potential to lead to further such outcomes in the future, should the PSC continue to render decisions on applications on the basis of the 5-Year Requirement and/or the FAI/FIFA Agreement"*.

86. The Appellant's third argument aims to introduce a so called "*reasonable exception*" to the general prohibition on the international transfer of minors, as provided by Article 19 par. 1 RSTP.

87. Such an exception could be made based on a previous decision of the panel in CAS 2015/A/4178. In that case, it was established that although the prohibition in Article 19 RSTP is essential for preventing the exploitation of young talent, there are situations where exceptions other than those specified in Article 19 RSTP could be allowed. This should be done in the best interest of the minors' well-being, as well as their cultural

and economic development. *"In this case, since the Panel does not consider itself limited by the catalogue of exceptions provided for in art. 19 para. 2 RSTP, it considers, with regard to all the elements of the matter, in particular in view of the detailed explanations provided during the hearing on December 3 2015, that the well-being and personal development of the Player militate in favour of approval of the transfer request. The Panel is therefore justified in making an exception to the principle set out in art. 19 para. 1 RSTP".*

88. The Appellant states that the Player's parents chose WWFC for reasons related to the similar cultures between the two countries, the same language, similar education systems and the proximity of the Player's maternal aunt to Wolverhampton, and who would be able to support the Player as required during his time in the United Kingdom.

89. In this regard, the Appellant argues that recognizing the rights of the Player as a UK national and under the CTA and Section 3ZA of the Immigration Act 1971 would not contradict the intended purpose of Article 19 RSTP and could be considered a "reasonable exception" to the prohibition on international transfers of minors. While a strict interpretation may serve a legitimate purpose, it is not proportionate to the objective sought in this case.

90. The fourth argument of the appeal is grounded on the provision of Art. 2 of the Swiss Civil Code and the judgments of the Swiss courts that prohibit the abuse of rights and contradictory actions of the party that do not allow an unequivocal application of the rule.

91. In this regard, Article 2 of the Swiss Civil Code provides that: "*[1] Everyone is required to exercise their rights and perform their obligations in good faith. [2] The manifest abuse of a right shall not be protected by law*" and the Swiss Federal Supreme Court in case ATF 143 III 666 held that: *"[...] The exercise of a right is abusive when it is in contradiction with previous behaviour and when it disappoints the legitimate expectations thus created".*

92. Based on these findings, the Appellant submits that at least four minor players who were previously registered at Derry City, could transfer to other United Kingdom football clubs during the three years before the Article 19 Application, including one player who was the subject of the First Decision.

93. In the First Decision it was established that Article 19 par. 2 lit. b. ii) of the RSTP relies on the following conditions:

- the transfer must be made from Derry City to a club affiliated with an association based in the United Kingdom;
- the transfer is not a bridge transfer, and
- the transfer does not aim to circumvent the applicable provisions related to the protection of minors.

94. The Appellant argues that, according to the First Decision, the FA's request for the Player's transfer should have been approved, as all the requirements had been fulfilled. However, the Second Decision, dated 2 August 2023, added a new condition stating that the Player must have lived continuously in the United Kingdom for five years (referred to as "the 5-year requirement"). This sudden and arbitrary requirement went against the legitimate expectations of the Club and the Player, which relied on the conditions set out in the First Decision to approve the transfer application. As a result, the Player had already begun his first school courses as a private candidate.

95. Consequently, the Second Decision (on which the Appealed Decision relied in reaching its decision to reject the Article 19 Application) is contrary to Article 2 of the Swiss CC, is incompatible with Swiss public policy and should be declared null or void or, at the very least, disregarded.

96. The fifth argument made by the Appellant is that, despite its requests, it did not receive adequate and satisfactory answers from the Respondent regarding the reasons for introducing the requirement. The Appellant believes applying such a provision to the present case will only lead to distorting, unfair, and arbitrary effects.

B. The Respondent

97. On 10 May 2024, the Respondent filed its Answer to the Appeal Brief pursuant to Article R55 of the CAS Code. This document contained a statement of the facts and legal arguments. The Appellant sought for the dismissal of the appeal, submitting the following requests for relief:

a) *"declare the Appellant's appeal inadmissible;*

b) *entirely subsidiarily, reject the Appellant's requests for relief;*

c) *confirm the Appealed Decision in its entirety;*

d) *order the Appellant to bear the full costs of these arbitration proceedings".*

98. The submissions of the First Respondent, in essence, may be summarised as follows.

99. The appeal is inadmissible as it was lodged after the expiry of the time limit provided for in Article R49 of the CAS Code and Article 57 of the FIFA Statutes.

100. The Player's registration application was unsuccessful because it did not meet the requirements of Article 19(2)(b)(ii) RTSP. The player was born in the Republic of Ireland and has continuously resided there without living in the United Kingdom for at least five years. As a result, the 'same country exception' cannot be applied in this case.

101. His home club is located in Northern Ireland but is not affiliated with the Northern Ireland Association. As a result, the "same country exception" that applies to clubs in the United Kingdom cannot be applied to the club. Additionally, the exception cannot be granted because the Player had not been a resident of the United Kingdom for at least five years.

102. Any other exception to this regulatory framework requested by the Appellant cannot be allowed because it would jeopardise the legal protection offered to the minors for their transfers, minors whose overriding interests must be protected.

103. Regarding the admissibility of the appeal, the Respondent strongly emphasizes that any previous submissions made with the request for bifurcation must be taken into consideration. The Respondent asserts that the exception regarding lateness operates automatically, regardless of when it was raised. Therefore, the objection filed after the appeal has been lodged does not in any way imply agreement with the alleged delay and certainly does not rectify this issue.

104. Furthermore, the Respondent notes that the appeal is not admissible because the decision notification was sent to the FA through the Transfer Matching System (TMS). According to procedural rules, the FA acted as the Club's representative in the player transfer approval process under Article 32 of the Swiss Code of Obligations (the "SCO").

105. This contention is not only supported by an earlier decision of the Sole Arbitrator in CAS 2014/A/3611, but also rests on the FA's statements and the Procedural Rules Governing the Football Tribunal (the "Procedural Rules"), which regulate the proceedings for transfers of minor players.

106. In CAS 2014/A/3611, the Sole Arbitrator observed that: " […] *the role of a federation in the proceedings in front of the Single Judge, bears strong similarities to that of a "representative" ("représentant", "Stellvertreter", "rappresentante") under Swiss law, pursuant to Art. 32 of the Swiss Code of Obligations (CO)"* and concluded that:"

"In consequence, also when applying principles of Swiss Law in connection with the role of [a member association]*, the Sole Arbitrator is of the view that by uploading the Appealed Decision onto TMS, and thus by validly notifying such decision to* [a member association]*, the Appealed Decision shall be deemed legally notified to* [its affiliated club]". On the other hand, the FA, in submitting its request on behalf of its affiliated club (the WWFC), so declared: "*The Football Association Ltd hereby formally requests the grounds for the decision of the international transfer of L. F. O.* (initials added) *for our club Wolverhampton Wanderers."*

107. The Respondent states that according to Article 19.9 RSTP, the procedural rules determine the process for requesting the transfer of minor players. These rules specify in Article 10 that communications to the parties, represented by their associations, must be made through the TMS. Additionally, Article 11 states that "*For a party that directly receives a communication, the time limit will begin the day after receiving the relevant communication*". Consequently, as the notification of the Appealed Decision was received on 25 August 2023, the 21-day time limit to file an appeal at the CAS expired on 15 September 2023, making the appeal filed on 5 October 2023 manifestly late.

108. In the Respondent's view, contrary to the Appellant's position, the Club was fully represented by its association, the FA, before the Single Judge of the PSC, and all the due communications were adequately transmitted through such entrusted representative.

109. The Respondent notes that the Procedural Rules allow for an extended time limit for filing an appeal in cases where notification is made through the association. Even considering this alternative provision in Article 11.2 of the mentioned regulations, the appeal would still be regarded as late.

110. This rule establishes the following: "*For a party that receives a communication via its member association, the time limit will commence four calendar days after receipt of the communication by the member association to which it is affiliated or registered, or on the date of notification of the party by the member association, whichever is sooner."* According to this rule, the deadline for the Appellant to file an appeal would have started on August 30, 2023, which is four days after August 25, 2023, and is "sooner" than the FA's email dated September 14, 2023. Therefore, the Appellant should have filed their Statement of Appeal no later than September 19, 2023, and not on October 5, 2023, as it did in this case.

111. The Respondent holds that only a strict adherence to the provisions of the Procedural Rules can guarantee the necessary legal certainty for all parties and the stakeholders and prevent the dies *a quo* for appealing can be left to the arbitrary determination of the

Associations, being free to inform their representatives when they deem it appropriate and preventing any decisions from becoming final.

112. Finally, the Respondent argues that the Appellant's claims about a delay in receiving the Appealed Decision and incorrect communications to the FA are unfounded. The Respondent emphasizes that FIFA's communication on August 18, 2023, stated that the decision had not yet been notified and that communication about the minor application would occur through TMS: (the application) "*is currently in status "Grounds requested* […] *and you will be notified accordingly via TMS".*

113. The FA should have been aware of the probability of an imminent communication and the means of that communication through the TMS. Consequently, the Respondent maintains that the procedure was properly carried out, that the decision was properly served and that the appeal is inadmissible.

114. Regarding the merits of the case, the Respondent emphasizes the background and scope of Article 19 RSTP to protect minors, stating that, as a general rule, transfers of players under the age of 18 are prohibited.

115. Against this general rule, a few exceptions have been introduced under Article 19 (2) & (3) RSTP to address the requests of clubs and players. Further, in order to supervise the execution of these exceptions and, at the same time, ensure protection for minors, paragraph 4 of Article 19 RSTP was added in 2009, which entrusted the Player Status Chamber judges with the review of transfer requests sent by clubs only via the TMS for transparency of the procedure.

116. FIFA underlines that the exceptions contained in Article 19(2) & (3) RSTP are exhaustive. The Sub-Committee has established strict legal principles, interpreting the provision strictly and allowing exceptions only when the conditions set out in Article 19(2) RSTP are unquestionably met. Furthermore, the CAS case law has consistently supported these conclusions.

117. The Respondent believes that only the strict application of this legal framework can guarantee the desired protection of minors, even if it is aware that there may be exceptional cases that would merit a different assessment and are instead rejected to ensure the necessary legal certainty to all the parties involved in the process.

118. In accordance with the wording of Art. 19 RSTP and the established jurisprudence, the Appellant's request does not fall within the provided exceptions and, therefore, cannot be granted.

119. This case stems from the unique geographical and football situation in which Derry City finds itself.

120. This club, although located in Northern Ireland, for historical and political reasons related to the protests and fights between Unionists and Independents during the 1970s and 1980s, as well as the disorders that occurred during football matches for these reasons, requested and obtained affiliation with the League of Ireland, thus becoming a member of the FAI.

121. After the UK left the EU, transfers between clubs affiliated with the FAI and those affiliated with one of the British associations were no longer considered to be taking place within the EU or EEA. As a result, these transfers were regarded as international, and the provisions of Article 19 RSTP had to be applied to them.

122. As a result, FIFA considered it appropriate to make specific exceptions to Article 19 of the Regulations on the Status and Transfer of Players (RSTP) for Derry City. This decision took into account the unique circumstances of the club while also implementing measures to prevent the misuse of the rules and the exploitation of young players.

123. On these grounds, the Chairman of the PSC issued two decisions, better known as the First and Second Decisions.

124. The First Decision, issued on 31 August 2021, extended the application of the "*same country exception"* to transfers of players between the ages of 16 and 18 from Derry City to clubs affiliated with one of the UK associations, provided that " […] *the potential transfer (i) is not a bridge transfer (cf. art. 5bis of the RSTP) and (ii) does not aim at circumventing the applicable provisions related to the protection of minors*".

125. This decision regarded the application for transferring a minor, O.G. (initials added), from Derry City to the UK club, Lincoln City, and was reached after discussions and mutual understanding between the FA, the FAI and the two clubs. Consequently, after "[…] *a thorough analysis of the very specific circumstances of the matter at hand as well as of the documentation and information received from all parties*", the First Decision exceptionally extended the application of Article 19(2)(b)(ii) RSTP (under strict conditions) to the transfers of minor players between the age of 16 and 18 from Derry City FC to a club affiliated to an association within the UK.

126. For the sake of completeness, the Respondent observed that in the case referred to above, the transferred player, O. G., had always been a resident in Derry City and Northern Ireland, as opposed to the player at issue in this case, who had always lived in the Republic of Ireland and away from Derry City.

127. The Second Decision issued on 2 August 2023 indicated that the exception of Article 19.2.b(ii) RSTP could be accepted on condition that the minor player had been continuously resident for at least five years in the United Kingdom. This decision was taken to prevent players resident in the Republic of Ireland from being temporarily transferred to Derry City, and thus to a British club to circumvent the prohibition of Article 19 RSTP.

128. The reason behind the five-year threshold was to ensure that the player had genuinely resided in Northern Ireland for a significant period. This was to prevent players from moving to Northern Ireland solely for the purpose of an international transfer through Derry City FC. The 5-year requirement simply clarified the same rationale already present in the First Decision and, therefore, cannot be considered new with respect to FIFA's long-standing position on the transfer of minors.

129. Therefore, by virtue of these two decisions, the PSC determined the following scenario concerning the situation of minor players registered for Derry City:

- the principle remains that international transfers of minor players from clubs affiliated to the FAI (e.g., Derry City FC) to clubs affiliated to the FA (e.g., Wolverhampton Wanderers) would, in general, be *prohibited;*
- however, in recognition of the specific situation of Derry City FC, the *"same country exception"* of Article 19(2)(b)(ii) RSTP *can* be extended to Derry City FC;

130. The Respondent argues that this approach has long been known to all involved stakeholders in such matters, particularly by the concerned FIFA member associations, which submit requests for international transfers of minors to FIFA. In this scenario, players residing in Northern Ireland and playing for Derry City FC are able to move to a club in the UK. On the other hand, players residing in the Republic of Ireland (living in a country outside of the UK), although playing for Derry City, cannot enjoy this exception.

131. This same position has always been maintained by the FAI, which has always objected to transfers of players registered with Derry City who are residents in the Republic of Ireland. On the other hand, FIFA had constantly applied the provision of Article 19(2)(b)(ii) RSTP in the same manner, but it also even proactively communicated this approach to the relevant stakeholders in the application of the fundamental principles of interpretation under Swiss law.

132. The Respondent believes that, contrary to the Appellant's contention, the present case may only be settled through the FIFA RSTP, per the provision of Article 58 of the CAS

Code. Consequently, the CTA, which gives Irish citizens the right to freely reside and work in the UK, is, and remains, inapplicable and irrelevant to the present matter. "*The CTA does not apply to the RSTP, the RSTP does not refer to the CTA, the CTA is inapplicable under Article R58 of the CAS- Code, and the CTA is inapplicable under any standards of the lex arbitri which governs these arbitration proceedings".*

133. In the Respondent's view, the protection of minors remains overriding with respect to the principle of free movement of citizens, which is also recognised by the CAS jurisprudence (see CAS 2014/A/3813). Therefore, Article 19 RSTP does not violate any mandatory principle of public policy (under Swiss law or any other national or international law) insofar "*as it (i) pursues a legitimate objective (the protection of minors from international transfers which could disrupt their lives, particularly if, as often happens the football career fails or, anyways, is not as successful as expected) and (ii) is proportionate to the objective sought, because they provide for some reasonable exceptions".*

134. In this regard, the list of exceptions to Article 19 RSTP must be strictly applied, and, contrary to the Appellant's position, "any additional exception" can't be allowed.

135. The appellant's cited case law is isolated and irrelevant to the current case. It has been consistently stated that only FIFA can intervene and make necessary amendments to the regulations or propose a different interpretation of the existing rules, especially in exceptional situations like the Derry City FC case, through the issuance of ad hoc circular letters.

136. In the case of Derry City, FIFA implemented the First and Second Decisions to resolve the challenges faced by individuals residing in Northern Ireland. These individuals could not transfer to British clubs due to Derry City's membership in the FAI, an association within EU territory.

137. The two decisions taken by the FIFA Chairman PSC confirm that, where necessary, FIFA does not mechanically apply the existing rules but introduces the essential corrections. However, only FIFA retains the power to introduce amendments to the regulations on a factual basis, and no further exceptions can be allowed in order to preserve and protect the overriding interests of minors and ensure legal certainty.

138. Neither can the Appellant's objection regarding the applicability of a law of a third state (in this case, the CTA) to the present case, as provided for in Article 19 of the PILA, be accepted.

139. In this regard, the Swiss Federal Tribunal has always emphasized the exceptional nature of the application of this provision in an arbitration proceeding conducted in Switzerland. Indeed, the Appellant neglects that Art. 19 PILA can apply at most to proceedings before national courts but never to arbitration proceedings, as reaffirmed in recent rulings of the SFT.: *"According to case law, the consideration of mandatory provisions of a foreign law based on Art. 19 PILA shall remain the exception."* (SFT, decision 130 III 620, para 3.2).

140. On the other hand, however, the Appellant has not even provided valid evidence of the mandatory legal conditions for applying Art. 19 PILA to the present case.

141. The Appellant failed to specify the grounds for the mandatory application of the CTA under international law. Instead, it made vague and general references to the right of movement and free residence of Irish citizens. It is important to note that freedom of movement and the right to residence and work are subordinate to the paramount interest of protecting minors in international transfers, as emphasized by previous Panels. Therefore, applying the CTA rules is secondary to the protection of minors and the strict application of the provisions of Article 19 RSTP.

142. Furthermore, the Appellant incorrectly asks for equal treatment among members of the same association, as outlined in Article 63 SCC. Through this appeal, the Club seeks preferential treatment compared to all other stakeholders who adhere to the principles of Article 19 RSTP. However, FIFA has already granted different treatment to players registered for Derry City, and there is no justification for further exceptions to be made solely at the Appellant's request. This is unrelated to the equal treatment outlined in Article 63 SCC.

143. The Appellant's interpretation of the "same country exception" in Article 19(2)(b)(ii) of the RSTP is not validly justified. This is because FIFA has already ruled that Derry City FC players living in the Republic of Ireland cannot transfer to a club in the United Kingdom under that exception due to the violation of regulations protecting minors. Additionally, the Appellant's concerns about the possibility of Derry City FC rejoining the Northern Ireland league in the future are merely hypothetical and are not relevant to the present case.

144. By the same token, the Appellant's arguments regarding four Irish players previously allowed to transfer to the UK are entirely irrelevant. One player still benefitted from the transitional period established in the EU-UK Withdrawal Agreement when EU law still applied in the UK (and thus Article 19(2)(b)(i) RSTP or the EU/EEA exception). The other three players were born in Derry, lived/resided in Northern Ireland, and benefitted from the "*same country exception*", as explained in the First and Second Decisions.

145. At the same time, FIFA cannot be blamed for having created an unfair situation for the Player by introducing the 5-year requirement since the current regulation is a consequence of Brexit. FIFA has proactively tried to minimize the impact of Brexit by allowing Derry City players in Northern Ireland to transfer to other UK clubs. However, as EU citizens, Derry City players in the Republic of Ireland are subject to the 5-year requirement. This outcome is disappointing for the Appellant, but it is solely linked to the political implications of Brexit and should not be attributed to any unfair treatment by FIFA.

146. Neither is it possible to introduce an "additional exception" and recognize the right of the Player to be registered with the Appellant before the age of 18 "*on the facts of this particular case*".

147. The Respondent recalls the findings of CAS 2011/A/2354, where it was stated that: "[t]*he CAS Panel acknowledges that the rationale for Article 19 was to stop forms of transfers akin to a "trade of minor players" and not to stop voluntary transactions. At the same time, the CAS Panel sees the need to apply the protection of minors strictly […] The decision to reject the present appeal will not deprive him of the possibility to continue both his vocational as well as his football training, and will only defer the possibility to obtain an international certificate by a few months […] while the Appellant is affected by Rules for the protection of minors, there is no evidence that would have justified to consider an exceptional hardship beyond the general impact of the provisions on the protection of minors".*

148. In the Appellant's view, this finding can be applied to the present matter, and there is no possibility of introducing other exceptions, even considering that the Player is (also) a UK citizen and could benefit from the CTA's provisions. Therefore, this is the Respondent's position in brief: i) "[…] *there is an overriding need "to apply the protection of minors strictly" otherwise this would "unavoidably lead to cases circumvention" (for the purpose the present matter: other players residing in the Republic of Ireland moving to Derry City FC with the specific purpose of circumventing the existing rules;* ii) *the decision to reject the Player's minor application does not "deprive him" from continuing to play football at Derry City FC and only "defer[s] the possibility" to move to the Appellant "by a few months;* iii) *whereas the Player is "affected" by Article 19 RSTP, this is not more severe than the general impact of the provisions on the protection of minors".*

149. The Respondent objects that FIFA's decisions could not have created a legitimate expectation in the Appellant that he would be entitled to benefit from the same provisions as the previous four Derry City players who were allowed to transfer to

British clubs. The Respondent also contends that the 5-year requirement introduced by the Second Decision cannot be considered contradictory to FIFA's previous actions.

150. FIFA's choice to introduce the 5-year requirement is entirely legitimate and justified since the rationale behind such a five-year rule is simply to ensure and ascertain that the relevant player has been a '*genuine*' resident of Northern Ireland for a significant period and did not move for the sole purpose of an international transfer through Derry City FC The same five-year rule exists for example in Article 19(3) RSTP. It is necessary to ascertain the genuineness of the Player's residence (and not simply for the purpose of circumventing the regulations).

151. Finally, the Respondent rejects the Appellant's final argument concerning a "*narrower exception to the 5-year Requirement*", where "*the objective sought by that requirement could be achieved by more proportionate means*": this is not a feasible option since the Appealed Decision is lawful and well-founded and not open to different or alternative interpretations.

152. In conclusion, the Respondent argues that, as a fundamental principle under Article 19 of the RSTP, an international transfer of a minor player from Derry City FC to the United Kingdom is prohibited if the exception introduced in the First and Second Decisions is not met.

153. In order to mitigate the impact of Brexit on transfers *within* the UK, FIFA introduced the so-called *"same country exception"* in Article 19(2)(b)(ii) RSTP, and to address the situation of Derry City FC, FIFA pragmatically also extended the "*same country exception*" to transfers of Derry City FC players to the UK. The only requirement is to comply with the five-year threshold of continuously living in the UK (to avoid abuse and circumvention).

154. No other exception to Article 19 RSTP can be accepted because of the risk of undermining legal certainty and the regulatory system set up by FIFA to protect minor football players.

V. JURISDICTION

155. 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*."

156. The jurisdiction of the CAS, which is not disputed, derives from Article 57(1) of the FIFA Statutes (May 2022 edition), which reads: *"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"*, and Article R47 CAS Code.

157. The jurisdiction of the CAS is further confirmed by the Order of Procedure duly signed by the Parties.

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

VI. APPLICABLE LAW

159. Article R58 of the CAS Code provides as follows:

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

160. Article 56(2) of the FIFA Statutes reads as follows:

> *"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"*

161. In their submissions, the Parties submitted that FIFA Regulations and additionally Swiss Law apply pursuant to Article R58 of the CAS Code and the FIFA Statutes.

162. The Panel is satisfied that the FIFA Regulations, including the Regulations on the Status and Transfer of Player (March 2023 Edition) and the Procedural Rules Governing the Football Tribunal (the "Procedural Rules") (March 2023 Edition), are applicable, with Swiss Law applying additionally to fill in any gaps or lacuna within those regulations.

VII. ADMISSIBILITY

163. Having regard to the Respondent's objection, the Panel must decide on the timeliness of the appeal concerning Article 57.1 of the FIFA Statutes in conjunction with the content of Article R49 of the CAS Code.

164. The Parties agree regarding the sequence of events in the case, starting from the communication of the operative part of the Appealed Decision, the subsequent forwarding of the grounds to the FA, and the day on which the Club lodged the Statement of Appeal. The relevant dates are as follows:

- on 3 August 2023, the Single Judge of the PSC rendered the findings of the Appealed Decision by notifying the FA through TMS;
- on 7 August 2023, the FA requested the grounds of the Appealed Decision via TMS;
- on 25 August 2023, the grounds of the Appealed Decision were notified to the FA via TMS;
- on 14 September 2023, the FA passed the grounds of the Appealed Decision to the Appellant;
- on 5 October 2023, the Club filed its Statement of Appeal.

165. Against the background of this timeframe, the Parties' positions are strikingly at odds: the Appellant submits that the time limit for filing an appeal begins from the day the grounds of the decision were received from the FA, 14 September 2023. The Respondent disagrees, stating that the grounds of the Appealed Decision were properly communicated to the FA acting as the Appellant's representative. Therefore, the 21-day time limit started on 25 August and expired on 15 September 2023, or at the latest on 19 September according to Article 11(2) of the Procedural Rules.

166. To assess the admissibility of the appeal, the Panel considers it useful preliminarily to point out that, pursuant to Article R49 of the CAS Code: "*the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against*".

167. In summary, for the reasons set forth below, the majority of the Panel finds that in accordance with the Procedural Rules the Appellant was entitled to file an appeal against the Appealed Decision within 21 days of receipt by it of the grounds of the Appealed Decision as communicated by the FA. In this regard, the majority of the Panel has considered, interpreted and applied the Procedural Rules, including Articles 10.3 and 11.2 of the Procedural Rules, in their context and having regard to their object and purpose, also being aware that, in view of the principles provided by Article 6 of the European Convention on Human Rights (right to a fair and public hearing), the Appellant's right to appeal could be wrongly affected by an excessive narrowed interpretation of the admissibility of the appeal under the current Regulations as submitted by the Respondent. In view of this majority view, this award is issued by the

majority of the Panel only and all further references to the "Panel" are to be considered as references to "the majority of the Panel".

168. The word "*receipt*" is open to interpretation: it could mean receipt of a hard copy, or receipt by email. The word "*receipt*" must be interpreted according to general principles (CAS 2019/A/6294 PFC Lviv LLC v. UEFA). According to this, a decision is considered to have been received or communicated as soon as it comes under the control of the person it is addressed to or a representative, agent, or other authorized person acting on behalf of the addressee. (RIGOZZI/HASLER, in ARROYO M. (ed.) Arbitration in Switzerland, 2nd ed. 2018, commentary to Article R49 CAS Code no. 9; MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2015, Article R49 no. 98).

169. According to the long-standing jurisprudence of the CAS, it suffices that the addressee had the opportunity to obtain knowledge of the decision. Whether or not the addressee had actual knowledge of the content of the decision is – on the other hand – irrelevant (CAS 2004/A/574, no. 60; CAS 2006/A/1153, no. 40; RIGOZZI/HASLER, in ARROYO M. (ed.) Arbitration in Switzerland, 2nd ed. 2018, commentary to Article R49 CAS Code no. 9). Further, the Panel holds that the addressee must be in a position to have a reasonable possibility of taking note of the contents of the notification (NOTH/HAAS, in ARROYO M. (ed.) Arbitration in Switzerland, 2nd ed. 2018, commentary to Article R32 CAS Code no. 5).

170. Based on the information above, it is clear that during the process of affiliating the minor (which was conducted in accordance with the FIFA Procedural Rules), the Single Judge of the PSC did not directly communicate with the Club, and the Club did not inquire about the status of the proceedings. Therefore, the first opportunity for the Appellant to review the reasons for the Decision and consider filing an appeal was on September 14, 2023, the date on which the FA provided the grounds for the Decision.

171. In this regard, the FA, since the very first moment through its Senior Player Status Officer – Mr Daniel Carnie, and eventually through its statement dated 7 March 2024, confirmed that the Club received the grounds of the decision significantly later than the time when those grounds were uploaded onto the TMS platform (i.e. 25 August 2023): "*as a result of the uncertainty created by the correspondence between the English FA and FIFA, the Club was not notified of the grounds of the decision by the English FA until 14 September 2023 [...] this was outside the direct control of the Club."*

172. The Respondent does not contest that the Appellant only received the grounds of the Appealed Decision after the date on which they were uploaded to the TMS platform. Nevertheless, it contends that the Appealed Decision was adequately notified to the Club

through its representative, i.e. the FA, pursuant to the legal framework as provided by the Procedural Rules as explained by a previous ruling in CAS 2014/A/3611.

173. The Panel disagrees with the assumption of the Respondent and finds that, as a preliminary issue, the current regulations for international transfers of minor players do not provide for a representative relationship between an association and the requesting club. Therefore, the Panel finds that the Appellant was not notified until the day of the receipt of the communication from the FA, which was on 5th October 2023.

174. In this regard, it should first be noted that Article 19.9 RSTP provides the following:

"The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal".

175. The Procedural Rules, in turn, contain the following relevant provisions:

- Article 9.1 of the Procedural Rules lists those who may act as a party in proceedings before a chamber, including the associations, the clubs affiliated with a member association and the players;

- Article 9.2 of the Procedural Rules states that "*a party may appoint an authorized representative to act on its behalf in any procedure. It shall provide written authorization to be represented in the specific procedure*." This provision is apparently in accordance with Art. 68.3 of the Swiss Civil Procedural Rules, which provides that *"the representative must prove his or her authority by power of attorney";*

- Article 10.1 of the Procedural Rules provides that all communications related to proceedings before a chamber "*shall be undertaken via the Legal Portal operated by FIFA or the Transfer Matching System (TMS)"*. Further, Article 9.2 of the Procedural Rules clarifies that "[…] *Communications from FIFA to a party by any such method is considered a valid means of communication and sufficient to establish time limits and their observance";*

- Article 10.3 of the Procedural Rules provides that *"*[p]*arties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to failure to properly undertake such review* […]*".*

- Article 10.4 of the procedural Rules provides for an obligation for the associations immediately to refer the content of the received communications to their affiliated clubs *"without delay*";

- Article 11.1 of the Procedural Rules provides that "*for a party that directly receives a communication, the time limit will commence the day after receipt of the relevant*

communication". Article 11.2 of the Procedural Rules provides that: *"for a party that receives a communication via its member association, the time limit will commence four calendar days after receipt of the communication by the member association to which it is affiliated or registered, or on the date of notification of the party by the member association, whichever is sooner*" (in the Respondent's view, even with this time limit the appeal in this case was filed late);

- Article 15.1 of the Procedural Rules deals with the notification of decisions, providing that "*where the party is a club, a copy shall be notified to the member association and confederation to which it is affiliated*". Further, Article 11.2 of the Procedural Rules states that "*notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent"*.

176. In summary, the procedural framework before the PSC, as well as before the other judicial bodies of the FIFA Tribunal, envisages that notifications/communications are to be addressed to the party or its legal representative through the provided systems (Legal Portal or the TMS), and that the party is deemed informed of the decision when it has been notified personally, or through its representative.

177. The Respondent submits that the FA acted as the representative of the Appellant, as it allegedly declared in applying for the transfer of the Player on 1 July 2023, and subsequently when it asked for the grounds of the Appealed Decision: *"The Football Association Ltd hereby formally requests the grounds for the decision of the international transfer of* [L.F.O.] *for our club Wolverhampton Wanderers."*.

178. To address these arguments, the Panel addresses two issues. First, it must identify the party appearing before the Football Tribunal in the proceedings under Article 19 RSTP. Second, based on the relevant regulations, it must determine whether there is a representative relationship between the association and the club, in this case between the FA and WWFC.

179. From a purely procedural standpoint, the Panel concludes, on the basis of the evidence that is before it, that there is no representative connection between the association and the club. It further concludes that the club itself is not involved in the TMS proceedings, having regard to the Procedural Rules (applicable to proceedings for the international transfer of minors) and the applicable TMS rules.

180. On the first issue, Article 9.2 of the Procedural Rules provides that a written authorisation is needed to establish a representative connection. In line with this provision, it is appropriate to have regard to passages from the FIFA Football Tribunal FAQ: *"Can a party be represented during proceedings before the Football Tribunal? A party may appoint an authorised representative to act on its behalf in any procedure.*

It shall provide written authorisation to be represented in the specific procedure (cf. article 9 paragraph 2 and article 18 paragraph 1 lit. b) of the Procedural Rules). The authorisation must have been issued recently (e.g. within the previous six months), make a clear reference to the parties involved in the dispute before the Football Tribunal, and be dated and signed by the party".

181. Written authorization is also required for Article 68.3 of the SCO, whereby the representative must demonstrate its authority through a power of attorney. As provided by Art. 68.1 SCO, the representative must be one of the following: lawyers, licensed administrators and legal agents, professional representatives in bankruptcy proceedings, and professionally qualified representatives if provided for by cantonal law in tenancy and employment matters.

182. The rationale of these provisions is self-evident: the procedural and substantive rights of a party may be exercised in legal proceedings (including those before the Football Tribunal) only by the holder of such positions himself; where the party, i.e. the holder of such rights, considers that he may exercise them through a representative, the represented party must have full knowledge of the authorisation conferred on the representative by a written act that leaves no room for a discretion to the latter.

183. Therefore, in the absence of an explicit and clear written authorization, it cannot be inferred that the FA acted as a representative of the Appellant during the proceedings for the application of the request for the transfer of the minor since it is not possible to determine the boundaries of the alleged power of representation conferred to the FA. Moreover, Appellant itself denied having given to the FA a power of representation. Accordingly, in the absence of a written power of representation in the proceedings in this case before the Football Tribunal, there is no basis to conclude that the Association acted as the Club's representative.

184. The Panel concludes that only the association may be a party to the proceedings through the TMS. Therefore, any communication from FIFA is liable to affect only the position of that association and not that of the Club, whose position, rights and interests are distinct and different.

185. It is appropriate to recall the procedure for requesting the international transfer of a minor player in relation to the functioning of the TMS.

186. An international transfer involving a minor requires approval from FIFA to ensure the protection of the minor and compliance with Article 19 of the RSTP. This involves a detailed application process in TMS, to ensure that all regulatory requirements are met to safeguard young players' interests. These crucial steps include:

- Submission of a minor application to FIFA; and

- Request for an International Transfer Certificate (ITC) (if the player is already registered) once approval is granted.

This dual process ensures that the transfer of a minor player is subjected to strict care and legal compliance, to prevent exploitation and to ensure the protection of their welfare and wellbeing.

187. In details, FIFA addresses the above in the "International Player Transfer Guide*"*, July 2024 edition ("the Guide")*: "If an international transfer of a minor player is due to take place,* ***two*** (emphasis added) *separate and cumulative processes must be conducted in TMS (2-step process).*

This means that, even if a minor application has been approved by FIFA, if the player is transferring internationally (i.e., if the player was previously registered with another association), an ITC still has to be requested through TMS in order for the new association to register the player. Consequently, and in addition to a minor application, the relevant transfer shall also be entered in TMS. All international transfers involving minor players (amateurs, professionals, men, women and futsal players) require FIFA's approval (cf. article 19 of the RSTP).

If a club is intending to register a minor player it is important to remember that it must comply with all obligations prior to the end of the applicable registration period (subject to the exceptions under article 6 paragraph 1 of the RSTP), as per the applicable provisions of Annexe 3 of the RSTP. This means that, independently from the relevant minor application, the new club must enter a transfer instruction in TMS, provide all compulsory data, upload all mandatory documents to support the information entered and confirm the transfer prior to the end of the applicable registration period.

Upon notification of a decision approving a minor application, the new association will be able to request the ITC in TMS. Should this fall after the end of the applicable registration period, as soon as the ITC has been requested, the transfer will be halted by a validation exception and the new association may request intervention from the FIFA administration for an override, given that the transfer was only delayed due to the minor application being approved. However, such a validation exception will only be overridden if all the obligations related to the transfer were met before the end of the registration period, as described above."

188. This confirms the approach taken by the Panel with regard to the function of the TMS procedure and the role of the requesting association, insofar as it is vested with an exclusive responsibility in relation to a request for the ITC, and in which it is not merely acting as a representative of the club involved in the transfer, which is responsible for entering the transfer instructions into the system.

189. It appears that the procedure comprises two distinct phases: a first step, in the hands of the club and related to the request for registration of the player; and a second step, relating to the filing of the application, which is the exclusive competence and interest of the association.

190. The explanatory circulars issued by FIFA in 2017 and 2021 confirm the above.

191. The Circular number 1587 dated 13 June 2017 is entitled "International Transfers of professional minor players". It explains *inter alia* that the engaging club must "*enter all compulsory data and upload all mandatory documents to support the information"* in TMS during one of the relevant registration periods when creating the pertinent transfer instruction. Further, the club wishing to register the player must confirm the transfer instruction in TMS as soon as the sub-committee had approved the relevant application to transfer a minor player internationally. In summary, Circular 1587/2017 clarified that while the new association requested the approval of the sub-committee, the new club had to create the transfer instructions in the FIFA TMS, including all data and mandatory documents.

192. Circular number 1763 of 1 July 2021 then followed *("Regulations on the Status and Transfer of Players – categorisation of clubs, registration periods, and international transfers of minor players"*). By this Circular FIFA clarified that the submission by the new association of a minor application before the sub-committee and the transfer instruction in TMS comprised two separate procedures, both of which are mandatory and must take place in TMS.

193. The new association could request the ITC only after the sub-committee had notified its decision authorizing the minor's international transfer. The new club had to comply with all its obligations before the end of the registration period, and the new association remained responsible for requesting the ITC during an open registration period. With the issuance of the 2021 Circular, the new club could confirm and match the transfer instructions before the sub-committee had notified its decision. Significantly, however, the role of the association remained separate and distinct from that of the club or the player.

194. In CAS 2023/A/9501 (Dansk Boldspil-Union, FC Nordsjaelland &Batuhan Zidan Sertdemir vs. FIFA), the Sole Arbitrator analysed some technical aspects of how international transfers of players are processed in the FIFA TMS, with reference to minors *inter alia*, the Sole Arbitrator outlined two essential elements:

i) the engaging club must have created and confirmed the transfer instruction in TMS by entering the relevant information and uploading the mandatory documents correctly before the end of the registration period;

ii) the new association must have requested the ITC in TMS after the end of the applicable registration period through no fault or negligence of its own.

195. Apart from particular aspects of that case, the following principles are generally applicable for minors' transfer proceedings: *i)* the transfer will be completed if the minor meets one of the exceptions foreseen by Article 19 FIFA RSTP, previously authorised by the Single Judge of the PSC; *ii)* the minor's application before the PSC and the transfer in TMS are two separate and cumulative procedures (see the FIFA Guide)*; iii)* the club must confirm the transfer instruction in TMS before the end of the registration period; *iv)* if FIFA approves the transfer of the minor within the registration period, the new association must request the ITC before the registration period closes, and the Player will be able to play for the new club.

196. Significantly, in relation to the functioning of the TMS in an international transfer involving a minor, the Club is not a party to the procedure; it has a separate role and responsibility from that of the association, and it must not interfere with what is the responsibility of the association. Indeed, the club may have an interest in appealing against the Single Judge's decision to reject the association's application precisely because it has an autonomous interest in registering the player and availing itself of his services. This interest, however, does not overlap with that of the association, which does not act as the club's representative in the proceedings, as reflected in the absence of a written power of representation as provided by the Procedural Rules.

197. The provisions of Article 11.1 and 11.9 of the Annexe 3 RSTP 2023 edition further corroborate this finding (see CAS 2023/A/9501):

"*A player is not eligible to play for his new club until the new association has either:*

a) Confirmed receipt of the ITC, entered the player registration information in TMS and registered the player in its electronic registration system; or

b) Registered the player in its electronic registration system and entered the player registration information in TMS following

[…] authorisation from the FIFA Football Tribunal to register the player".

198. In this regard, in CAS 2023/A/9501 it was stated: "*From these quoted above Articles of Annexe 3 RSTP it is unambiguously clear to the Sole Arbitrator, that there are two separate procedures to follow by different entities, by two clubs (former and new one) and by the national associations (former and the new one). Those two procedures are*

different and do not depend one on the other. Approval of the transfer of a minor by FIFA has nothing to do with the clubs' obligation to properly create and confirm the transfer instruction. If the transfer instruction is not confirmed — it cannot be processed by FIFA, because it is actually not submitted at all. The approval of the transfer of minor is relevant only for the issuance of an ITC and has nothing to do with the transfer instruction".

199. It follows from this, in the view of the Panel, that the Appealed Decision should be understood as affecting only the FA, and the Club may still exercise a distinct right to appeal to obtain the transfer after the denial of registration and the receipt of the decision from its Association. This conclusion is supported by the fact that, in accordance with the Procedural rules, the club is not able to obtain information on the ongoing process before the TMS.

200. Finally, as a result of the above, if the Club is not a party to those proceedings, it cannot be represented by anyone since the Procedural Rules state that all the provisions shall apply only to the Parties (articles 9, 10, 11, 12, etc.). In other words, only the Club has the right to obtain the requested transfer, and its right to appeal arises once the association notifies it that the ITC has been denied and the transfer will not be permitted to proceed.

201. As noted above, the Respondent relied on CAS award 2014/A/3611, which concluded that the association is a representative of the Appellant during the application process, based on a contractual/quasi-contractual underlying relationship.

202. The Panel considers that this assumption was based on the regulations in place at the time of that case, governing the transfer of minors. In particular, the Sole Arbitrator relied on Annex 2 of RSTP, which then provided a clear deadline for the Appeal: *Art. 9.1 and 2*: *"the associations concerned shall be legally notified of the sub-committee's decision via TMS. Notification will be deemed complete once the decision has been uploaded into TMS. Such notification of decisions shall be legally binding. […] If an association requests the grounds of the decision, the motivated decision will be notified to the association(s) in full, written form via TMS. The time limit to lodge an appeal begins upon such notification of the motivated decision*". On this basis, the Sole Arbitrator observed: *"in other words, the applicable Regulations (i.e. the FIFA Statues and the FIFA RSTP) not only define the time limit to file a Statement of Appeal as such, but they also define, in particular by means of Annexe 2, Art. 9 para. 2, in fine, of the FIFA RSTP, the point in time when such deadline starts running".*

203. Annex 2 of the RSTP proceeded on the basis that the association was the sole recipient of the notification. Based on this assumption, it is understandable and consequential that

the association's role was treated as being *de facto* similar to that of the representative. This conclusion was also supported by Art. 2.2 of Annex 2 of the RSTP, which stressed the responsibility of the Associations during the process: *"Member associations will be fully responsible for any procedural disadvantages that may arise due to a failure to respect paragraph 1 above".*

204. Annex 2 of the RSTP is, however, no longer in force. In the view of the Panel, the current regulations, covered by Annex 3 of the FIFA RSTP, do not provide the same mandatory time limits for challenging the decisions. Instead, the regulations offer a more generic reference to the notification to the parties through the TMS (see Art. 18 Annexe 3 of the RSTP), and they do not indicate the responsibility role of the associations that was indicated in Article 2.2 of former Annex 2 of the RSTP confirmed.

205. In the view of the Panel, the current regulations do not support a representative relationship between associations and clubs, having regard to Article 32 of the Swiss Code of Obligations.

206. The current Procedural Rules (see Article 9.2 Annexe 3 RSTP) require a written mandate for associations to represent clubs in transferring minor players. This written mandate is important for the legal process. Without a mandate, the club cannot fully protect its rights in obtaining the player's services, rights that are distinct from that of the association, which relate only to the player's registration.

207. For the sake of completeness, in terms of representation under Swiss law, it appears that the requirements for the association to be considered the representative of a club in proceedings for the transfer of a minor are not satisfied. In a judgement of February 2020, in case 4A_341/2021, the Swiss Federal Supreme Court addressed the issue of representation and recalled the conditions under which an agent can conclude a contract in the name of a principal, according to the Swiss Civil Code of Obligations.

208. The Supreme Court held that when an agent who enters into a contract claims to act on behalf of a principal, the principal is bound in three cases: *i)* if the principal has conferred the necessary power on the agent (internal power of attorney, Art. 32 para.1 of the Swiss Code of Obligations "the SCO"); or *ii)* in the absence of an internal power of attorney conferred on the agent by the principal, where the third party could infer the existence of such power from the behaviour of the principal (apparent power of attorney, Art. 33 para. 3 SCO); or *iii)* also in the absence of an internal power of attorney conferred on the agent by the principal, where the latter has ratified the contract (Art. 38 para. 1 CO).

209. Given these findings, it is apparent that in the present case, there is no power for representation (which is also required by the Procedural Rules). In the view of the Panel there are no acts or statements from which it can be inferred that the Appellant wished to be represented by the Association, and finally, there is no Appellant's ratification of the Association's actions.

210. Thus, it appears evident that an association acts in the proceedings to obtain the player's affiliation in the international transfer of minors. Once this affiliation has been obtained, with the issuing of the ITC, a club will then be able to proceed with the transfer of the minor player and be able to register him for the performance of his services. In submitting the application through the TMS, the club is not a party to the proceedings and cannot interfere in any way with the process, which is reserved solely for the association.

211. Consequently, since the Club is not a party in the TMS procedure, its right to appeal arises only when it fully acknowledges the content of the Appealed Decision, as stated in CAS 2012/A/2839: "*It is apparent from the above-mentioned provision that the event which triggers the time limit for filing an appeal at the CAS is the date when the party intending to appeal a decision receives notice of the challenged decision. Corroborating this is Article R49 of the CAS Code which states that "(...) the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against" and several CAS precedents which held as follows:*

1."(...) whereas the Decision was notified to the DFB on 14 January 2011, it is undisputed that it was served on Appellant only on 11 February 2011 to file this Statement of Appeal, which he did on 16 February 2011. Consequently, Appellant has lodged its appeal within the 21 day-deadline contained in Article R49 of the CAS Code and Article 63 para.1 of the FIFA Statutes." CAS 2010/A/2354; and

2.The CAS Bulletin of 02/2011, which although not binding, is persuasive and a guiding authority and states in one of its articles that "[a]ccording to Art. R49 CAS Code, the event that triggers the running of time is receipt of the decision appealed against (...). Receipt of the decision for purposes of Art. R49 CAS Code means that the decision must have come into the sphere of control of the party concerned (...)." (Haas, U., "The Time Limit for Appeal in Arbitration Proceedings before the Court of Arbitration for Sport (CAS)", CAS Bulletin 02/2011, 2011, pg. 3 ss)".

212. In the view of the Panel, therefore, the time limit for the appeal shall run from the day the Club received the grounds of the Appealed Decision from the FA. This also has the merit of avoiding a situation in which the complete failure of an association to notify a club of an appeal decision posted on the TMS would, in effect, extinguish any possible right of appeal to be exercised by a club, also potentially hardly compatible with the requirements of Article 6 of the European Convention on Human Rights, which

recognises the right of an appeal from a decision which determines a person's civil rights and obligations.

213. It follows, in the view of the Panel, that the appeal is admissible.

214. These conclusions make the issue of the soundness of the Respondent's request for bifurcation of the proceedings irrelevant and not necessary for further consideration by the Panel.

VIII. MERITS

215. The present appeal concerns whether the Player could be registered with the Appellant by the FA as per the exception contained in Article 19.2 b) of the RSTP where: "*The player is aged between 16 and 18 and: (i) the transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA); or (ii) the transfer takes place between two associations within the same country*."

216. Further, concerning only Derry City's minors, a player can move to another club in the United Kingdom and be registered by the FA if, according to the FIFA First and Second Decisions: "*the potential transfer (i) is not a bridge transfer (cf. art. 5bis of the RSTP) and (ii) does not aim at circumventing the applicable provisions related to the protection of minors*" and the player has been living continuously within the United Kingdom for at least five years.

217. The key issue, in this case, is whether the player, who holds both Republic of Ireland and United Kingdom passports, can be registered as a minor with the Club in the unique circumstance of Derry City FC, the club where he is registered, and in accordance with the exception outlined in Article 19.2 (b) of the RSTP.

218. FIFA rejected the Player's transfer because he has continuously resided in the Republic of Ireland and has a full-time education in the Republic of Ireland, thus not meeting the so-called "5-year requirement" provided by the Second Decision of the Single Judge of the FIFA PSC.

219. The Panel has carefully evaluated the facts and evidence in the record, to ascertain whether the Appellant's application for the transfer of the minor should be supported.

A. The legal framework introduced by Article 19 RSTP

220. According to the reasoning put forward by FIFA in its Commentary on Regulations on Status and Transfer of Players, 2023 Edition: "*The regulatory framework is based on a clear rule, i.e. a general prohibition on international transfers of minors. However, it*

codifies several exceptions". Notably this provision concerns the concept of "minor player", clarifying that: *"international transfers of minors are, as a general rule, prohibited. The Regulations define a minor as a player who has not yet reached the age of 18. The term "minor" is thus exclusively linked to a specific age and does not incorporate any national legislation that may confer majority upon an individual at a younger age".*

221. Further, it is stated that "*Article 19 prohibits the international transfer of players under the age of 18, as well as the first registration of a non-national minor, unless one of the exceptions or the five-year rule applies. In all cases, the trigger is the (proposed) registration of the minor player with a member association for a club. This registration is required for a player to be able to play for a club and participate in organised football".*

222. In sum, the FIFA position strictly prohibits enrolling minors unless one of the mentioned exceptions occurs. This position is largely explained in the Commentary: "*To achieve their intended objectives, the measures to protect minors and combat abuse require robust rules, which must be implemented in a consistent and strict manner. This essential requirement has been communicated consistently from their introduction. The jurisprudence of the SCM (and PSC) regarding compliance with article 19 follows this strict approach. Applying the relevant provisions in a strict, coherent and scrupulous manner is the only way to prevent measures designed to protect minor players being compromised. A narrow interpretation and stringent application are required to frustrate any attempt to circumvent the Regulations even if, in isolated cases, this may create a perception that rules are applied in an inflexible or overly rigid way. As a matter of fact, a strict application of rules is the only way to effectively provide protection to minor players, which is the ultimate purpose of article 19."*

223. The exception to this general provision is provided by Art. 19.2 b) of the RSTP, which allows for the transfer of minors where: "*The player is aged between 16 and 18 and: (i) the transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA); or (ii) the transfer takes place between two associations within the same country*.".

224. In this regard, the Respondent states that "*[a]dditionally, it should be noted that the exceptions contained in Article 19(2) & (3) RSTP are exhaustive, and that the Sub-Committee, has created strict jurisprudence, basically applying the provision at stake by the word and allowing the application of an exception only in cases in which the conditions established in Article 19(2) RSTP are doubtlessly fulfilled. In particular, it*

needs to be emphasized that the exceptions contained in Article 19 RSTP can only be handled restrictively in view of the protective purpose of this provision.".

225. The Panel agrees and does not object to the need for clear and relevant rules and their strict application; however, it finds that, in the present matter, such application is at odds with the individual rights of the Player, notably concerning his nationality, both Irish and British, and the bundle of rights resulting in his support from this status.

226. The Panel addresses these issues.

B. The Derry City FC case and the status of the Player

227. In principle, the Panel finds that the Appealed Decision, based on the mere cold application of the rules and not on the consideration of the individual's rights, has in fact led to a wrong decision concerning the status of the Player.

228. The FIFA Commentary states that if a player's transfer application is rejected because it does not meet the exceptions provided for in the regulations, it may seem unfair. However, the Respondent sees this strict application of Art. 19 RSTP as necessary to protect the minor involved in a potential transfer.

229. The Panel believes that the concern is not about increasing the number of exceptions recognized by FIFA, but about denying an individual right that are inherently tied to nationality and cannot be disregarded by the rules of the game.

230. Even more explicitly, the Panel does not see any risk of setting dangerous precedents regarding the current regularly system, by approving the player's registration. This is because the current case is unique and cannot be replicated unless others are in precisely the same situation as the minor involved.

231. The Respondent rightly observes that it is necessary to strictly enforce the rules to prevent them from being circumvented, particularly by unscrupulous persons wishing to exploit the talents of a minor.

232. Nonetheless, it is clear to the Panel that the rules under review were formulated to protect minor players who may need to travel to a foreign country for the reasons detailed in the Regulations (family relocation, humanitarian reasons, etc.). However, these regulations do not mention transfers of minors who already have an intrinsic, close and explicit link with the country to which they are to move, a feature that indicates a gap in the regulations, one that require further analysis.

233. To a certain extent, the Panel considers that FIFA is well aware of the particular situation of players from Derry City. This understanding has led the Respondent to introduce a more detailed exception according to the two Single Judge's decisions, thus granting the possibility to register players moving from the Club to an association within the United Kingdom, provided that such potential transfer:

- shall not "i) *constitute a bridge transfer,* and *ii) aim at circumventing the applicable provisions related to the protection of minors*" (this was stated in the First Decision)

- shall exceptionally apply in cases where "*i) the player has been living continuously within the United Kingdom for at least five years* and *ii) all of the requirements of art. 19 par. B are also met"* (this was stated in the Second Decision).

234. These exceptions, along with those provided by Article 19.2 RSTP, have been allowed, providing some flexibility to both clubs and players, but only to protect minor players: "*[b]asically, the exceptions have been established to accommodate certain reasonable circumstances that would not affect the minors, among others, in socio-economic, educational, cultural, family and psychological terms*" (CAS 2020/A/7503).

235. As stated by FIFA in its Answer, *"[w]hereas FIFA – to a certain extent - has understanding for the Appellant's misgivings, the present situation is an unfortunate consequence of Brexit and the fact that the Republic of Ireland and Northern Ireland find themselves in different jurisdictions. All of this has impacted the application of Article 19(2)(b)(i) RSTP. At the same time, FIFA has actively sought to mitigate the negative impact of Brexit, not only by introducing Article 19(2)(b)(ii) RSTP but also by addressing the specific situation of Derry City FC players that reside in Northern Ireland and in the UK, by facilitating them when they wish to move to a club at a different association within the same country"*

236. While maintaining respect for FIFA's decisions, the Panel considers that the Respondent has proactively extended the range of the exceptions, including the possibility offered to Northern Ireland minors to be transferred to other clubs in the UK. However, in its decision FIFA only took into account the criteria of the minor's residence and not his nationality, which is pertinent in this case.

237. It is not in dispute that the player was born on 27 June 2007 and is, therefore, a minor. He is a citizen of both the Republic of Ireland and the United Kingdom, holding dual citizenship and as such entitled to the rights provided by the laws of both countries.

238. Having dual nationality has numerous benefits, including access to all the privileges and rights associated with both citizenships. The primary advantage of dual nationality is the freedom to live and travel in both countries without any legal restrictions: "*British dual nationals are entitled to all the same rights as other British citizens, such as the ability to live, study, and work in the United Kingdom indefinitely. Also, you can apply for a British passport to travel in and out of the country without restriction, vote in all UK elections, stand for election, and access public funds and the National Health System.*" (https://sterling-law.co.uk/services/dual-citizenship/).

239. It is the understanding of the Panel that Player's dual nationality was granted in accordance with the agreement between the governments of the Republic of Ireland and the United Kingdom following the latter's withdrawal from the EU. However, it is essential to note that the rights associated with this nationality, including the transfer of the Player to a club within the UK, cannot be denied. This is not a matter of freedom of movement that may be granted according to an agreement between different countries, but rather a right to move and stay (and play in the present case) in a country of one's own nationality.

240. The Panel further notes that it is not even a matter relating to the "Common Travel Area", as alleged by the Appellant. In this regard, the CTA arrangements establish that Irish Citizens have a special legal status in the UK: *"Irish nationals have a special status in UK law which is separate to and pre-dates the rights they have as EU citizens. In short, the Republic of Ireland is not considered to be a 'foreign country' for the purpose of UK laws, and Irish citizens are not considered to be 'aliens'. Furthermore, Irish citizens are treated as if they have permanent immigration permission to remain in the UK from the date they take up 'ordinary residence' here."*.

241. This is not the case at hand. The Player does not have such "special status" or "permanent immigration permission". What is relevant and significant in this case is that he also holds UK nationality.

242. According to the common principles of international law, nationals typically have the right to enter or return to their home country, including as minors. Passports are issued to nationals of a state rather than only to citizens, as they serve as a travel document for entering or returning to one's own country.

243. Article 3 of the FIFA Statutes states: "*Human rights- FIFA is committed to respecting all internationally recognised human rights and shall strive to promote the protection of these rights".* This provision is in line with the principles outlined in the Universal Declaration of Human Rights and the Panel believes that a strict application of Article

19 RSTP exclusively on the established exceptions would lead to a manifestly unfair result.

244. The Panel considers that the case at hand is related to a denial of a personal right related to the Player's status of both Irish and British nationality.

245. The first decision made by the Chairman of the Players Status Chamber allowed for the exception of Article 19.2 (b) of the RSTP to also apply to minors registered with Derry City, resolving the unique situation faced by the club. However, the Second Decision by the Chairman of the Player's Status Committee introduced – apparently without prior regulation - a 5-year residency requirement. This was said to be due to concerns that Derry City could be used as a pathway to one of the associations within the United Kingdom. FIFA stated that the 5-year residency requirement would demonstrate a valid link of a player with Derry City and the territory of Northern Ireland.

246. The Respondent itself confirms the purpose of such regulation in its Answer: "*The rationale behind such five-year threshold is clear and simple: It seeks to ensure and ascertain that the relevant player has been a 'genuine' resident of Northern Ireland for a significant period of time, to avoid that players would move to Northern Ireland for the sole purpose of an international transfer through Derry City FC*.".

247. Opposed to this position, the Panel is of the opinion that nationality expresses a strong and stable link with the territory. Therefore, there is no valid reason to consider the possible transfer of a minor to a territory where he is not entitled to enter. Once the Appellant's compliance with the obligations under Article 19.2(b) letters iii, iv, v, vi of the RSTP is confirmed, the Panel deems the sought transfer to be lawful and well-founded.

248. Principles of law and CAS awards further underpin this finding, while the Respondent itself acknowledges that, in very unique cases, it is necessary to expand the list of the exceptions provided by Art. 19.2 b) RSTP: "*This is precisely what FIFA did for the specific situation of Derry City FC. FIFA duly considered the suggestion offered by jurisprudence of CAS on Article 19 RSTP. More generally, it considered the very specific situation of Derry City FC, it rendered no less than two decisions (the First Decision and the Second Decision) to clarify its approach to Derry City FC […]".*

249. It is clear to the Panel that the Appellant's application could have been approved based on the requirements outlined in the First Decision if the obligations specified in points iii, iv, v, and vi had been met. However, the Second Decision, issued just one day before the FA's application was rejected, added a wholly new requirement of a five-year period, which effectively prevented the successful application for changing association. This

action frustrated the Player's legitimate expectations of being transferred to the Appellant.

250. In this regard, the Panel shares the Panel's findings in CAS 2015/A/4178: "*Both FIFA's internal case law and that of CAS confirm that the list of exceptions to the ban on the transfer of a minor player is not exhaustive. The ban on the international transfer of minors is an essential rule designed to protect the safety of underage players and to prevent any form of abuse linked to their status as young footballers. While strict application of the regulations on the international transfer of minors is essential, the fact remains that a mechanical application of article 19 of the Regulations on the Status and Transfer of Players may, in certain specific cases, prove to be contrary to the best interests of the minor. It is precisely to take account of this type of situation that exceptions other than those provided for in the provision may be authorised after analysing each particular case.".*

251. The fact that the application for affiliation to the FA could be accepted, as per FIFA's First Decision, if all the other criteria in the rule are fulfilled, confirms the conclusion of that panel: *"the mechanical application of Article 19 could prove to be contrary to the superior interest of the minor who is the primary focus of any application pursuant to Article 19 par. 2".*

252. From a Swiss Law perspective, the protection of legal personality plays a pivotal role for professional athletes, effectively safeguarding them against any form of violation. The legal personality (Articles 27 and 28 of the Swiss Civil Code, the "CC") limits the autonomy of Swiss associations, such as most of the IFs. Notably, the rules and decisions of associations, as repeatedly affirmed by the Swiss Supreme Courts, cannot breach the legal personality of athletes (or clubs and national federations).

253. Notably, the Appealed Decision impacts the right of a minor Player holding UK citizenship to participate in sports competitions at a suitable level that matches the athlete's abilities in the UK. Given the case's unique circumstances, it cannot be argued that the 5-year requirement in the Second Decision of the PSC's Single Judge is applicable to this very unique case.

254. In this regard, according to the Swiss Supreme Court case law, measures implemented by sports associations may only be considered a violation of the right to development and economic fulfilment in exceptional circumstances if such violation is severe and manifest (BGE 138 III 322, cons. 4.3.1, 4.3.2 and 4.3.5).

255. This is the present case, because the Player cannot relocate to a place that is familiar to him and connected to his State of nationality. Additionally, the Club, which is affiliated with an association within the UK, cannot use a player of that nationality.

C. The fulfilment of the obligations provided by Art. 19.2 b) lett. iii, iv, v, vi RSTP

256. Having established that the Appellant has the right to request the player's affiliation with the FA due to the Minor's right holding UK citizenship to pursue a professional career with a UK club, it is essential to check if the minimum requirements under FIFA regulations have been met.

257. In this regard, Art. 19.2 b) lett. iii, iv, v, vi RSTP provides the following:

"The new club must fulfil the following minimum obligations:

iii. It shall provide the player with an adequate football education and/or training in line with the highest national standards (cf. Annexe 4, article 4).

iv. It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease to play professional football.

v. It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).

vi. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations."

258. The Panel first observes that the Respondent does not dispute the fulfilment of these obligations, and the Single Judge of the PSC also did not raise any objection as to the possible failure of one of the obligations under the rule at issue since the Appealed Decision only referred to the existence (or not) of the requirements under Art. 19.2 b) RSTP*: "the Single Judge decided that, as these requirements had not been met, for procedural reasons he would not take into account the other criteria laid down in art. 19 par. 2 b) of the RSTP, particularly iii, iv, v and vi" (*see para. 21).

259. Concerning these requirements, the Panel acknowledges that, during these proceedings, the following relevant exhibits were provided by the Appellant:

i. A statement from the Player's parents dated 21 June 2023, whereby (i) they *"give permission for* [the Player] *to sign for Wolverhampton Wanderers FC"* and (ii) they "*are happy with the living arrangements at* […]";

ii. a statement dated 20 June 2023 from Wolves, according to which (i) the Player "*will be accommodated by one of [their] accommodation providers,* […]*"*, (ii) the club "*can confirm that* […] *have completed a full enhanced DBS check and have been one of [their] accommodation providers since 2016/2017*", and (iii) […] reside at the address: […], Wolverhampton, […];

iii. a statement dated 20 June 2023 from […], whereby they declared (i) that they "*have been accommodation providers for Wolverhampton Wanderers FC since October 2016 and have been involved with accommodating young players including players from overseas over this period of time"*, and (ii) that they "*are happy to accommodate [the Player] with immediate effect. [The Player] and his parents visited [them] and are very happy for [the Player] to reside with [them]",*

iv. a copy of an energy bill dated 20 June 2023, covering the period between 24 April and 23 May 2023, from "OVO Energy" addressed to Mr […], residing at […], Wolverhampton, […];

v. a copy of a letter dated 9 June 2023 from the FA to Wolves whereby it stated (i) that the Player "*will complete the Level 3 Apprenticeship – Sporting Excellence Professional*", (ii) that "*At the end of the two-year programme [Wolves] will be required to submit evidence to show completion and achievement of the courses*", (iii) that the Player will later "*follow and an extensive Player Care and Lifestyle programme, which includes the Level 2 Certificate in Coaching Football and an FA Level 7 Referees Qualification*", and (iv) that the Premier League confirmed that "*this satisfies the rules and legislation concerning the Raising of the Participation Age, laid down by the Premier League and the Department for Education respectively, and is an appropriate academic education programme for this player*";

vi. a statement from Wolves dated 1 July 2023, according to which the Player will begin school on 4 September 2023 and will follow the following qualifications: "Level 3 BTEC National Diploma (Sporting Excellence & Performance)", "Level 2 Functional Skills (Maths & English)", and "Sporting Excellence Professional Apprenticeship Standard";

vii. a copy of the Player's weekly timetable;

viii. a copy of the Player's report card for the "3rd Year Mocks 2023" from the […] School;

ix. a copy of the employment contract concluded between the Player and Wolves on 1 July 2023, valid until 30 June 2024.

260. Furthermore, the Panel heard evidence from Mrs. […], the Player's mother, who offered clear and convincing testimony that confirmed the discussions with the Appellant. These discussions were about the paramount educational support provided to the Player, which was a significant factor in her and her husband's decision to choose the Appellant instead

of other football clubs (in both the United Kingdom and within the EU/EEA who wished to register the Player). The close family relationships in the United Kingdom and the cultural similarities between the Republic of Ireland and the United Kingdom were also highlighted.

261. Moreover, Ms. Laura Nicholls, WWFC's Academy Manager for Operations testified about the educational support offered to the Player and the academic programme to follow.

262. As such, FIFA's concerns are unfounded in this situation because the Player already has a solid connection to the territory, as a national of the country in question, and as such this exception will not have any negative influence on the Player's wellbeing. Therefore, the transfer request can be considered legitimate as an exception to the ban outlined in Article 19 of the RSTP without putting the meaning and purpose of FIFA's system protecting minors in jeopardy.

263. Consequently, the Panel is satisfied that the Appellant discharged the obligations listed by Art. 19.2 let iii,iv,v,vi RSTP.

D. Conclusions

264. Based on the foregoing, and after considering all the case's very particular and specific circumstances, and on the basis of the compelling evidence produced, and the arguments submitted by the Parties, the majority of the Panel decides that the Appeal is upheld. The Player is permitted to be registered with the English Football Association.

E. Costs

265. Article R64.4 of the CAS Code provides the following:

266. "*At the end of the proceedings, the CAS Court Office shall determine the final amount of the cost of the arbitration, which shall include: the CAS Court Office fee, the administrative costs of the CAS calculated in accordance with the CAS scale, the costs and fees of the arbitrators, the fees of the ad hoc clerk, if any, calculated in accordance with the CAS fee scale, a contribution towards the expenses of the CAS, and the costs of witnesses, experts and interpreters. The final account of the arbitration costs may either be included in the Award or communicated separately to the parties. The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs.*".

267. Article R64.5 of the Code provides: "*the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general*

rule and without any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties".

268. Having taken into account the outcome of this arbitration, the Panel finds it reasonable and fair that the Respondent shall bear all the costs of the arbitration to be determined and served separately to the Parties by the CAS Court Office.

269. Finally, concerning the legal fees and other expenses incurred by the parties in connection with these proceedings, taking into account the financial resources of the parties, the complexity and the specific circumstances of this case, as well as the conduct of the parties, considering the newness of the case, the Panel finds fair and reasonable that FIFA shall pay a contribution towards the Appellant's legal fees and expenses incurred in connection with these arbitration proceedings in the amount of CHF 4.000.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Wolverhampton Wanderers Football Club against the decision rendered by the Single Judge of the FIFA Players' Status Committee on 3 August 2023 is admissible.

2. The appeal filed by Wolverhampton Wanderers Football Club against the decision rendered by the Single Judge of the FIFA Players' Status Committee on 3 August 2023 is upheld.

3. The decision rendered by the Single Judge of the FIFA Players' Status Committee on 3 August 2023 is set aside.

4. Mr L. is permitted to be registered with Wolverhampton Wanderers Football Club.

5. The costs of the arbitration, to be determined and served to the parties by the CAS Court Office, shall be borne by the Fédération Internationale de Football Association.

6. FIFA is ordered to pay CHF 4'000 to Wolverhampton Wanderers Football Club as a contribution to the legal costs and all other expenses incurred in connection with these arbitration proceedings.

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

Seat of arbitration: Lausanne, Switzerland
Operative part of the Award notified on 9 August 2024
Award with grounds: 19 June 2025

THE COURT OF ARBITRATION FOR SPORT

Mr Francesco Macrì
President of the Panel

Prof. Philippe Sands KC
Arbitrator

Mr Manfred Nan
Arbitrator