



TAS / CAS

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

CAS 2024/A/10694 JSC FC Lokomotiv v. FC Mariupol

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Oliver Jaberg, Attorney-at-Law in Aarau, Switzerland

in the arbitration between

JSC FC Lokomotiv, Russia

Represented by Mr Vladimir Leonchenko, Moscow, Russia

-Appellant-

and

FC Mariupol, Ukraine

Represented by Mr Jan Schweele, Lisbon, Portugal

-Respondent-

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

I. PARTIES

1. JSC FC Lokomotiv (the “Appellant”) is a Russian professional football club, affiliated with the Russian Football Union (RFU), which in turn is affiliated with the Fédération Internationale de Football Association (“FIFA”).
2. FC Mariupol (the “Respondent”) is a Ukrainian professional football club, affiliated with the Ukrainian Association of Football (UAF), which in turn is also affiliated with FIFA.
3. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions and evidence presented. Additional facts and allegations found in the Parties’ written submissions and evidence may be set out, where relevant, in other parts of this award. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, this Award refers only to the submissions and evidence considered necessary to explain its reasoning.

A. Relevant Facts

5. On 11 February 2021, the Respondent and Shakhtar Donetsk (Ukraine) entered into a loan agreement regarding the player Mark Mampassi (hereinafter: the “First Loan Agreement”), born 12 March 2003 (hereinafter: the “Player”). The First Loan Agreement expired on 30 June 2021.
6. The First Loan Agreement, in its clause 5, reads as follows:

“5. In connection with the loan of the rights transfer by this agreement, the release club [Shakhtar Donetsk] will not require from the engage club [FC Mariupol] compensation for the training of a football player. The engage club waives for free in favor of the release club its right to claim training compensation from any new club for training the Player for the period of his training at the engage club (the FC Mariupol) during the term of this contract (in case that such a right arises in the future on the basis of UAF or FIFA regulations).”
7. On 30 July 2021, the Respondent and Shakhtar Donetsk entered into another loan agreement regarding the Player (hereinafter: the “Second Loan Agreement”). The Second Loan Agreement was terminated on 10 January 2022.
8. The Second Loan Agreement, in its clause 6, contains a clause identical to clause 5 of the First Loan Agreement (cf. *supra* para. 6).
9. On 16 December 2021 (i.e., when the Player was 18 years old), the Appellant and Shakhtar Donetsk concluded a transfer agreement regarding the permanent transfer of the Player to the Appellant (hereinafter: the “Transfer Agreement”). The Player was registered with the Appellant as of 10 January 2022.

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

10. The Transfer Agreement, in its clause 3.1.e, provides for as follows:

“FC SHAKHTAR DONETSK hereby represents, warrants and undertakes to FC LOKOMOTIV that it accepts the sums payable to it under this Agreement in full and final settlement of any and all claims it may have against FC LOKOMOTIV in respect of the Player, including training compensation pursuant to Article 20 (Training compensation) and Article 21 (Solidarity Mechanism) of the FIFA Regulations on the Status and Transfer of Players (or any replacements thereof)”

B. Proceedings before FIFA

11. On 27 January 2023, the Respondent lodged a claim against the Appellant before the Dispute Resolution Chamber of the FIFA Football Tribunal (hereinafter: FIFA DRC). In its claim, the Respondent requested training compensation from the Appellant in the amount of EUR 49,808.22 for the transfer of the Player from Shakhtar Donetsk to the Appellant plus 5% interest until payment. In its claim, the Respondent argued that it is entitled to receive training compensation for the Player because it had the Player on loan from Shakhtar Donetsk, which has been considered as one entire timeframe by the FIFA DRC in the past.
12. In its response to the claim of 5 April 2023, the Appellant contested the entitlement of the Respondent, claiming that the training period of the Player was obviously terminated before the transfer of the Player to the Respondent. Moreover, the Appellant argued that in its two loan agreements with Shakhtar Donetsk, the Respondent had waived any claims for training compensation for the Player, including against the Appellant.
13. By decision of 4 September 2023 (TMS Ref. No. 12248; the “Appealed Decision”), the FIFA DRC accepted the Respondent’s claim and ordered the Appellant to pay to the Respondent EUR 49,808.22 as training compensation, plus 5% interest p.a. on that amount, as from 28 February 2022, until the date of effective payment. The FIFA DRC notably concluded that the Player had not terminated his training period before the age of 21. Furthermore, the FIFA DRC determined that the responsibility to pay training compensation is incumbent on the registering club, in casu the Appellant, and such responsibility cannot be waived by the content (or not) of a clause contained in the loan agreement agreed between the former club and the Appellant (recte: the Respondent)¹.
14. On 6 June 2024, the grounds of the FIFA DRC decision Ref. No. 12248 of 4 September 2023 were notified to the Parties via TMS.

¹ P. 6, para. 16 of the Appealed Decision contains a clerical mistake, as it is uncontested (and was correctly stated by the FIFA DRC) that the two loan agreements were between the former club (Shakhtar Donetsk) and the Respondent, referring to FC Mariupol, and not the Appellant in the present case (JSC FC Lokomotiv). Contrary to the Appellant’s submission, this does not constitute a “factual mistake”, let alone one which would have had any material impact on the outcome of the FIFA DRC’s decision.

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

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

15. On 27 June 2024, in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (2023 edition) ("CAS Code"), the Appellant filed a Statement of Appeal against the FIFA DRC decision of 4 September 2023/6 June 2024.
16. On 7 July 2024, the Appellant filed its Appeal Brief in accordance with Article R51 CAS Code.
17. On 19 July 2024, the Appellant submitted an additional exhibit to its Appeal Brief, namely its response to the Respondent's claim before the FIFA DRC dated 5 April 2023.
18. On 17 September 2024, the Respondent filed, within the extended deadline, its Answer to the Appeal in accordance with Article R55 CAS Code.
19. On 18 September 2024, the CAS Court Office informed the Parties, pursuant to Article R54 CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, that the Panel appointed to decide the present case was constituted as follows:

Sole Arbitrator: Mr Oliver Jaberg, Attorney-at-Law in Baar, Switzerland
20. On 25 September 2024, the Appellant submitted certified translations of Exhibit 7 (First Loan Agreement between the Respondent and Shakhtar Donetsk of 11 February 2021; original in Ukrainian language) and Exhibit 8 (Second Loan Agreement between the Respondent and Shakhtar Donetsk of 30 July 2021; original in Ukrainian language) of its Appeal Brief.
21. On 27 September 2024, the Respondent objected to the admissibility of the documents/translations submitted by the Appellant on 25 September 2024 and requested the Sole Arbitrator to disregard the documents.
22. On 21 November 2024, the CAS Court Office informed the Parties that, in view of the corresponding declarations of the Parties to this effect, the Sole Arbitrator had decided not to hold a hearing in this case and to issue the award solely based on the Parties' written submissions, in accordance with Article R57 para. 2 CAS Code.
23. On 11 December 2024, the CAS Court Office sent the Parties the Order of Procedure, copies of which were returned duly signed by the Parties on 16 December 2024.

IV. POSITIONS OF THE PARTIES

24. This section of the award does not contain an exhaustive list of the Parties' contentions, its aim being to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this award, the Sole Arbitrator has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the award or in the discussion of the claims below.

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

A. The Appellant

25. The Appellant submits the following in support of its appeal:
26. The Respondent, in clause 5 of the First Loan Agreement and clause 6 of the Second Loan Agreement with Shakhtar Donetsk, has waived its entitlement to claim training compensation with respect to the Player from Shakhtar Donetsk and from any other club, including the Appellant. Therefore, the Respondent is not entitled to receive training compensation from the Appellant.
27. The Appellant's obligation to pay training compensation for the Player was duly fulfilled by its payment to Shakhtar Donetsk, as the compensation was included in the transfer fee payable to Shakhtar Donetsk, in accordance with clause 3.1.e of the Transfer Agreement. The training period in the former (parent) club (Shakhtar Donetsk) and in the loan period is one entire timeframe. Therefore, the whole sum of the training compensation for that entire timeframe (consisting of a part of training compensation due to Shakhtar Donetsk and a part due to the Respondent) is included in the transfer fee and shall be carried out to Shakhtar Donetsk.
28. No training compensation is owed for the Player because the training period of the Player was terminated before the transfer of the Player to the Respondent. More specifically, the training period of the Player was obviously terminated before his transfer to the Respondent due to the following circumstances:
- The Player was called up for young representative teams of Ukraine (U16, U17, U19);
 - the Player was loaned to a club at the same level as their training club (Ukrainian Premier League);
 - the Player has reached a certain age threshold (almost 18 years at the beginning of the first loan to the Respondent);
 - the Player had a few labor contracts before the loan (two with Shakhtar Donetsk and two with the Respondent);
 - the Player was a crucial player of Respondent's team.
29. In its Appeal Brief, the Appellant submits the following Requests for Relief:
1. *"To set aside the Decision of the Dispute Resolution Chamber of the FIFA Football Tribunal, TMS Ref. Nr. 12248, passed on 4 September 2023.*
 2. *To reject the claim of the Respondent in full.*
 3. *To stay the execution of the Appealed Decision until the end of the present proceedings.*
 4. *To involve Mr. Mark Mampassi as witness to the present case."*

B. The Respondent

30. The Respondent submits the following in support of its position:

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

31. Any provision contained in the Loan Agreements cannot be considered valid waivers signed by the Respondent in the Appellant's favor, since the Loan Agreements only concern its signatories, i.e., the Respondent and Shakhtar Donetsk. Any provision within the Loan Agreements shall only be binding upon Shakhtar Donetsk and the Respondent. There is no stipulation enforceable by third parties. Due to the doctrine of privity of contracts, meaning that a contract only produces legal effects between the parties who have concluded it, the Respondent did not waive its claim to training compensation vis-à-vis the Appellant in the two Loan Agreements with Shakhtar Donetsk. This general principle of law ensures that contractual obligations and rights are limited to the contracting parties, preventing third parties from being bound by or benefiting from the contract.
32. The Player did not terminate his training period before joining the Respondent (i.e., at the age of 17 years old) due to the following circumstances:
- The Player's monthly salary of UAH 122,300.00 (approximately EUR 2,684.83) or total amount of USD 200.000,00 for the Player's temporary registration with the Respondent do not demonstrate that the Player's value was high enough to establish that he terminated his training at the age of 17 years old;
 - no "possible development fees" have been paid by the loaning club to the club to whom the player is loaned;
 - the "off the field" public notoriety of the Player at national and international level is non-existent, as is demonstrated by his 2,400 "followers" on Instagram;
 - the Player had barely played as a professional with Shakhtar Donetsk before his first loan to the Respondent. The Player did thus not have an important role in the squad of Shakhtar Donetsk;
 - the level of games in which the Player has played is too low to consider that he had terminated his training before joining the Respondent;
 - the Player only had played 12 games in the U-17 Ukrainian National Team. To this day, the Player has never played with the first national team.
33. The Appellant violated the principle of *nemo potest venire contra factum proprium* by accepting, in the Transfer Agreement with Shakhtar Donetsk, that training compensation for the Player would be included in the transfer fee.
34. The Respondent submits the following Requests for Relief:
- a) *"That the Appeal be rejected in totum;*
 - b) *That the Appealed Decision be confirmed in totum and that the initial claim of the Respondent be fully accepted;*
 - c) *That the Appellant be ordered to bear the entire cost and fees of the present arbitration, as well as to the proceedings before the FIFA DRC;*

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

- d) *That the Appellant be ordered to pay to the Respondent a contribution towards legal fees and other expenses incurred in connection with the proceedings in an amount not less than CHF 10,000, or the amount deemed fair by the Sole Arbitrator."*

V. JURISDICTION

35. Article R47 para. 1 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."

36. The Appellant relies on Article 57 of the FIFA Statutes (May 2022 Edition) and Article R47 CAS Code as conferring jurisdiction to the CAS. Neither Party has disputed CAS jurisdiction. Moreover, CAS jurisdiction was confirmed by the Parties by signing the Order of Procedure.
37. In light of the foregoing, the Sole Arbitrator is satisfied that CAS has jurisdiction over this dispute.

VI. ADMISSIBILITY

38. Article R49, first sentence CAS Code provides as follows:

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

39. The Appealed Decision constitutes a "decision" within the meaning of Articles R47 para. 1 and R49 CAS Code. As for the deadline to file an appeal, in accordance with Article R49 CAS Code and Article 57 of the FIFA Statutes (May 2022 Edition), the time limit for filing the appeal is 21 days. The present appeal was filed within that deadline, since the Appellant was notified of the Appealed Decision with grounds via TMS on 6 June 2024. Also, the appeal complies with all other requirements of Article R48 CAS Code, including payment of the CAS Court Office fee, and is therefore admissible. Moreover, the admissibility of the present Appeal is not contested by the Respondent.

VII. APPLICABLE LAW

40. Article R58 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

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

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.”

41. According to Article 56 para. 2 of the FIFA Statutes (May 2022 Edition), the applicability of which is not contested by either of the Parties, 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.
42. The Sole Arbitrator therefore rules that the present dispute is to be assessed in accordance with the corresponding FIFA regulations, and that Swiss law shall be applied subsidiarily.

VIII. OTHER PROCEDURAL ISSUES - ADMISSIBILITY OF THE APPELLANT’S EVIDENCE

A. The Appellant’s Response to the Respondent’s Claim before the FIFA DRC dated 5 April 2023

43. Article R56 para. 1 CAS Code provides as follows:

“Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer.”

44. The Parties were reminded of this provision by letter of the CAS Court Office of 18 September 2024.
45. The Appellant filed its Appeal Brief on 7 July 2024.
46. On 19 July 2024, the Appellant submitted its response to the Respondent’s claim before the FIFA DRC dated 5 April 2023 as an additional exhibit to its Appeal Brief (cf. *supra* para. 17). By then, the Appellant had already filed its Appeal Brief. In principle, the fact that the Respondent has not filed its Answer yet does not lead to the Appellant being entitled to produce new exhibits, unless the parties agree or the President of the Panel orders otherwise on the basis of exceptional circumstances. No such exceptional circumstances have been invoked or substantiated by the Appellant as to why said response could not be submitted by the Appellant together with its Appeal Brief on 7 July 2024.
47. Yet, the Sole Arbitrator recalls that CAS has the authority to request *ex officio* the entire case file from the FIFA DRC proceedings, which would have included the Appellant’s response before the FIFA DRC. Although it has not proven necessary to request FIFA to do so in the present matter, the Sole Arbitrator doubts whether documents (including party submissions) that formed part of the previous instance’s case file may be considered “new evidence” in the sense of Article R56 para. 1 CAS Code. Also, the Respondent has not objected to the Appellant’s subsequent filing of its response before the FIFA DRC in the present proceedings. Finally, in terms of substance, the Sole Arbitrator notes that the Appellant’s response to the Respondent’s claim before the FIFA DRC does, in the view of the Sole Arbitrator, not change anything with regard to the outcome of the present matter (cf. *infra* paras. 59 ss.).

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

48. Based on the above, it may be left open whether or not the Appellant's production of its response to the Respondent's claim before the FIFA DRC dated 5 April 2023, submitted by the Appellant on 19 July 2024, is admissible and whether the relevant exhibit shall be admitted to the case file.

B. Exhibit 7 and Exhibit 8 submitted by the Appellant on 7 July 2024; Certified Translations of Exhibit 7 and Exhibit 8 to the Appeal Brief, submitted by the Appellant on 25 September 2024

49. As mentioned previously, the Appellant filed its Appeal Brief on 7 July 2024.
50. Exhibit 7 (First Loan Agreement between the Respondent and Shakhtar Donetsk of 11 February 2021) and Exhibit 8 to the Appeal Brief (Second Loan Agreement between the Respondent and Shakhtar Donetsk of 30 July 2021) were submitted by the Appellant on 7 July 2024, together with the Appeal Brief.
51. On 25 September 2024, the Appellant submitted certified translations of Exhibit 7 and of Exhibit 8 to its Appeal Brief (cf. *supra* para. 20). By then, the Appellant had filed its Appeal Brief (7 July 2024) and the Respondent had filed its Answer (17 September 2024).
52. As for the wording of Article R56 para. 1 CAS Code, cf. *supra* para. 43). Article R57 para. 3 CAS Code reads as follows:

"The Panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered. Articles R44.2 and R44.3 shall also apply."

53. It follows from the above that the question whether to admit evidence on file that was available already or could reasonably have been discovered before the previous instance is within the discretion of the Sole Arbitrator (CAS 2023/A/9730, FK Erzeni v. FC 2Korriku & FIFA, award of 22 April 2024, para. 76). However, the discretion to exclude evidence should be exercised with caution (CAS 2021/A/7912 Olympiakos Nicosia v. Club Necaxa, award of 29 March 2023, para. 61).
54. The Appellant submits that the First and Second Loan Agreements were presented by the Player with his testimony, which was filed as an Exhibit to the Appellant's Appeal Brief. According to the Appellant, the two Loan Agreements regarding the Player between the Respondent and Shakhtar Donetsk were received by the Appellant from the Player. This is confirmed in the Player's witness statement.
55. The Sole Arbitrator acknowledges that the Appellant was not in possession of the two Loan Agreements between the Respondent and Shakhtar Donetsk before the filing of its Appeal Brief, and even less so in the FIFA DRC proceedings: The Appellant was not a party to neither of these Agreements, the Respondent had not provided them to the Appellant, and the FIFA DRC did not order FIFA to produce the Agreements in the FIFA DRC proceedings.
56. Against this background, and bearing in mind the applicable legal principles in this regard as outlined above, the Sole Arbitrator rules that the two Loan Agreements between the Respondent and Shakhtar Donetsk were not available to, and could not reasonably have been discovered

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

before the previous instance by, the Appellant. Consequently, no exclusion of this evidence for the purposes of the present proceedings shall take place.

57. Turning to the certified translations of the two Loan Agreements between the Respondent and Shakhtar Donetsk filed by the Appellant on 25 September 2024, the Sole Arbitrator notes the following:

While it has been established that the Appellant filed the certified translations of the two Loan Agreements only after the filing of its Appeal Brief, the wording and content of the two Loan Agreements in their relevant parts is sufficiently clear from the free translations provided by the Appellant in the Appeal Brief. The certified translations submitted by the Appellant after the filing of the Appeal Brief do not contain any substantially new information, but simply affirm the content of the Appellant's own translations of the relevant Agreements in the Appeal Brief through additional, formal documentation. The Sole Arbitrator has not identified any material or relevant differences between the Appellant's own translations and the certified third-party translations of the Agreements. Also, the Respondent has not pointed to any such differences. On these grounds, the Sole Arbitrator is of the opinion that it would appear overly strict to deny the certified translations' admission to the case file for not having been filed together with the Appeal Brief.

58. In conclusion, the Sole Arbitrator rules that both Exhibit 7 and Exhibit 8 to the Appellant's Appeal Brief, as well as the certified translations of Exhibit 7 and Exhibit 8 to the Appeal Brief filed by the Appellant on 25 September 2024, are admissible and shall be admitted to the case file.

IX. MERITS

59. Turning to the merits of the present case, the following questions are left to be examined by the Sole Arbitrator:

1. Did the Respondent waive its right to claim training compensation?

And if not:

2. Has the Player evidently terminated his training period before the age of 21?

A. Did the Respondent waive its right to claim training compensation?

60. The Appellant submits that in its two Loan Agreements with Shakhtar Donetsk, the Respondent has waived its right to claim training compensation regarding the Player, including from the Appellant.
61. In this connection, the Sole Arbitrator highlights that the Respondent's alleged waiver of its claim for training compensation for the Player is included in an agreement between the Respondent and Shakhtar Donetsk only. The Appellant was not a party to either of the two Loan Agreements. Indeed, the declaration in the two Loan Agreements is specifically fashioned as "in favor of the release club", i.e. Shakhtar Donetsk. Such waiver in an agreement to which the club that seeks to benefit from that waiver (*in casu*, the Appellant) is not a party has no impact

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

on the position of that club or its obligation to pay training compensation. This is due to the principle of *inter partes* effect of contracts or privity of contracts.

62. The Sole Arbitrator hence concurs with the finding of the FIFA DRC in the Appealed Decision that the responsibility to pay training compensation is incumbent on the registering club, in casu the Appellant, and such responsibility cannot be waived by the content (or not) of a clause contained in the loan agreement agreed between the former club and the Respondent. Consequently, the Appellant's argument that the Respondent would have waived its right to claim training compensation regarding the Player from the Appellant is dismissed.

B. Has the Player terminated his training period before the age of 21?

63. The Appellant goes on to submit that even if the Respondent had not waived its right to claim training compensation for the Player, the Respondent would not be entitled to any training compensation because the Player has terminated his training period before the age of 21.
64. Annexe 4, art. 1 para. 1 of the FIFA Regulations on the Status and Transfer of Players (hereinafter: FIFA RSTP), August 2021 edition, stipulates as follows:

“A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the calendar year in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.”

65. In connection with the aforementioned provision, the Sole Arbitrator stresses the following:
66. Firstly, Annexe 4, art. 1 para. 1 FIFA RSTP requires that it must be “evident” that a player has already terminated his training period before the age of 21. It is therefore not sufficient to demonstrate that a player may have terminated his training before the age of 21 but such termination of the training period must be “evident”. In other words, there must be absolutely no room for doubt about the player having completed his training period, and the threshold is high. The burden of proof to establish a completion of training lies with the party that claims it, i.e., *in casu* with the Appellant (CAS 2018/A/5513 Sport Club Internacional v. Hellas Verona Football Club S.p.A., award of 25 February 2019, para. 67).
67. Secondly, and in view of the above, both the FIFA DRC and CAS have adopted a strict approach in this regard. In recent cases, they require a combination of the following relevant circumstances to apply simultaneously (see CAS 2018/A/5513 Sport Club Internacional v. Hellas Verona Football Club S.p.A., para. 65; FIFA Commentary on the RSTP, 2023 edition, p. 366):
- having played regularly in official matches for their training club's first team;
 - having been called up for the “A” representative team of their member association or, at the least, the U-21 representative team;

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

- having been loaned (in return for transfer compensation) to a club at the same level as their training club or above;
 - having reached a certain age threshold; or
 - having previously been transferred as a professional player in return for significant transfer compensation.
68. In the Appealed Decision, the FIFA DRC has rejected the Appellant's argument that the Player would already have terminated his training period before the age of 21, with the FIFA DRC giving detailed reasons for its ruling.
69. After having reviewed the related arguments submitted by the Appellant in its Appeal Brief, the Sole Arbitrator concludes that the Appellant has not brought forward any arguments that would prompt the Sole Arbitrator to deviate from the FIFA DRC's determination that the Player's training period had not been terminated before the age of 21.
70. More specifically, the Sole Arbitrator has taken note of the following:
- The Player played 16 matches in 3 different youth representative teams for Ukraine over the course of 3 years, for the last time on 12 October 2021. This means that he was not an established player of any of these teams.
 - The Player has never appeared for the men's senior or U-21 representative teams of Ukraine (or any other country).
 - The fact that the Player was loaned between clubs belonging to the same league does not convince the Sole Arbitrator that the Player's training period was already terminated. Shakhtar Donetsk is a regular participant in European club competitions such as the UEFA Champions League and has won the domestic league several times, while the Respondent has not.
 - The Player's salary is no indication of early termination of training period.
 - The same applies to the degree of the Player's public notoriety, which must be considered low.
71. In conclusion, the Sole Arbitrator determines that the Player has not already terminated his training period before the age of 21, let alone "evidently".
72. For the sake of completeness, the Sole Arbitrator highlights that contrary to the Appellant's assertion, the FIFA DRC did not fail to consider the entirety of the arguments brought forward by the Appellant to substantiate its submission that the Player would already have terminated his training period before the age of 21. The use of the term "single argument" in the Appealed Decision (*loc. cit.*, p. 5, para. 8) is not meant to say that this argument (i.e., participation in youth teams) would be the only argument that was considered by the FIFA DRC, but simply to state that such participation alone would not be sufficient to establish that the player has terminated his training period before the age of 21. This assessment by the FIFA DRC is legally correct and shared by the Sole Arbitrator.

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

73. The Sole Arbitrator also notes a certain contradiction in the Appellant's argumentation regarding the alleged termination of the Player's training period before the age of 21: In clause 3.1.e of the Transfer Agreement between the Appellant and Shakhtar Donetsk, it is stated that the transfer fee to be paid by the Appellant to Shakhtar Donetsk includes training compensation. Accordingly, the Appellant itself did not consider the Player's training period to have terminated when acquiring the Player in January 2022. It is therefore contradictory for the Appellant to claim that the Player's training period would have been terminated even before the Player's transfer to the Respondent (February 2021).

C. Conclusion

74. In light of the foregoing, the Sole Arbitrator determines that:
1. The Respondent did not waive its right to claim training compensation for the Player, in particular not vis-à-vis the Appellant;
 2. The Player has not terminated his training period before the age of 21, let alone "evidently".
75. The Appellant has not brought forward any additional arguments why the Respondent would not be entitled to claim training compensation for the Player from the Appellant. In particular, the Appellant has not challenged the determinations in the Appealed Decision on the specific calculation of the training compensation and related interest.
76. The appeal filed by the Appellant on 27 June 2024/7 July 2024 is therefore dismissed and the decision of the Dispute Resolution Chamber of the FIFA Football Tribunal Ref. No. 12248 of 4 September 2023/6 June 2024 is confirmed.

X. COSTS

(...)

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

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 27 June 2024/7 July 2024 by JSC FC Lokomotiv against the decision Ref. No. 12248 issued on 4 September 2023 by the Dispute Resolution Chamber of the FIFA Football Tribunal is dismissed.
2. The decision Ref. No. 12248 issued on 4 September 2023 by the Dispute Resolution Chamber of the FIFA Football Tribunal is confirmed.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 22 May 2025

THE COURT OF ARBITRATION FOR SPORT

Oliver Jaberg
Sole Arbitrator