



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

CAS 2025/A/11440 Sevilla F.C. SAD v. FIFA, Stade Brestois 29, Spezia Calcio S.R.L. & ES Troyes AC

ARBITRAL AWARD

delivered by

COURT OF ARBITRATION FOR SPORT

seating in the following composition:

Sole Arbitrator: Mr. Sofoklis P. Pilavios, Attorney-at-law, Athens, Greece

in the arbitration between

Sevilla F.C. SAD, Valencia, Spain

Represented by Mr. Juan De Dios Crespo Pérez, Ruiz-Huerta & Crespo Sports Lawyers,
Attorney-at-law, Valencia, Spain

- Appellant -

and

Fédération International de Football Association, Zurich, Switzerland

Represented by Mr. Miguel Liétard Fernández-Palacios, Director of Litigation, FIFA Litigation
Department, Miami, Florida, United States of America

- First Respondent -

and

Stade Brestois 29, Brest, France

Represented by Mr. Nicolas Bone and Ms. Patricia Moyersoén, Moyersoén Avocats, Attorneys-at-Law, Paris, France

- **Second Respondent** -

and

Spezia Calcio S.R.L., La Spezia, Italy

- **Third Respondent** -

and

Es Troyes AC, Troyes, France

Represented by Mr. Nicolas Bone and Ms. Patricia Moyersoén, Moyersoén Avocats, Attorneys-at-Law, Paris, France

- **Fourth Respondent**

I. PARTIES

1. Sevilla F.C. SAD (“Sevilla FC” or the “Appellant”) is a professional football club with its registered office in Sevilla, Spain. It is affiliated with the Spanish Football Federation (“RFEF”) which in turn, is affiliated with the “*Fédération Internationale de Football Association*” (“FIFA”).
2. FIFA (the “First Respondent”) is a private association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the world governing body of international football. It exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and football players worldwide.
3. Stade Brestois 29 (“SB 29” or the “Second Respondent”) is a professional football club with its registered office in Brest, France. It is affiliated with the French Football Federation (“FFF”) which in turn, is affiliated with FIFA.
4. Spezia Calcio S.R.L. (“Spezia” or the “Third Respondent”) is a professional football club with its registered office in La Spezia, Italy. It is affiliated with the Italian Football Federation (“FIGC”) which in turn, is affiliated with FIFA.
5. Es Troyes AC (“ESTAC” or the “Fourth Respondent”) is a professional football club with its registered office in Troyes, France. It is affiliated with the French Football Federation (“FFF”) which in turn, is affiliated with FIFA.
6. Sevilla FC, FIFA, SB 29, Spezia and ESTAC shall be collectively referred to as the “Parties”. Likewise, FIFA, SB 29, Spezia and ESTAC shall be collectively referred to as the “Respondents”.

II. INTRODUCTION

7. The present proceedings concern the obligation of Sevilla FC, under the applicable FIFA regulatory framework, to pay training compensation to the Second, Third, and Fourth Respondents following the permanent transfer of the player Lucien Jefferson Agoumé, a French national born on 9 February 2002 (the “Player”), from F.C. Internazionale Milano S.p.A. (“Inter Milan”) to Sevilla FC.
8. Following this registration, the FIFA General Secretariat determined that Sevilla FC must pay the total amount of EUR 206,850.43 (two hundred and six thousand eight hundred fifty euro and forty-three cents) to the Player’s former clubs, to be distributed in accordance with each club’s respective training costs and the number of years during which each club trained the Player.

III. FACTUAL BACKGROUND

9. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties and the evidence examined in the course of the proceedings. Additional facts may be set out, where relevant, in connection with the legal discussion that follows. 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. Background facts

10. On 15 July 2019, the Player was registered by the FIGC with Inter Milan as a professional player.
11. On 23 September 2020, the Player was temporarily transferred from Inter Milan to Spezia until 30 June 2021.
12. During the sporting seasons 2021/2022 and 2022/2023, the Player was temporarily registered with SB 29 and ESTAC respectively.
13. On 11 January 2024, the Player was temporarily transferred from Inter Milan to Sevilla FC until the end of the relevant sporting season.
14. On 16 August 2024, the Player was permanently transferred from Inter Milan to Sevilla FC for a fixed fee of EUR 4,500,000 (four million five hundred thousand euro).

B. Proceedings before the FIFA General Secretariat

15. On 30 April 2025 and based on the Electronic Players' Passport (the "EPP") review process in the FIFA Transfer Matching System ("FIFA TMS"), in which, *inter alia*, the Parties were involved, the FIFA General Secretariat notified the final EPP 46726 and the relevant Allocation Statement TC – 21460 (jointly referred to as the "Appealed Decision"), determining the following training compensation entitlements:

Club and member association	Start and end of registration Number of days of registration	Status Type of registration	Player's birthday in year	Amount
Sevilla F.C. SAD RFEF, Spain FIFA ID: 145LWRC Training category: 1	Currently registered from 16/08/2024	Permanent Professional	22	To be paid: EUR 206,850.43
ES TROYES AC FFF, France FIFA ID: 143F72E Status: Affiliated Training category: 1	01/01/2023 to 01/07/2023 182 days	On-loan Professional	21	To be received: EUR 44,876.71 Based on yearly training cost of new

				club (UEFA 1): EUR 90,000.00
ES TROYES AC FFF, France FIFA ID: 143F72E Status: Affiliated Training category: 1	01/09/2022 to 31/12/2022 122 days	On-loan Professional	20	To be received: EUR 30,082.19 Based on yearly training cost of new club (UEFA 1): EUR 90,000.00
ST. BRESTOIS 29 FFF, France FIFA ID: 143F65C Status: Affiliated Training category: 2	01/01/2022 to 01/07/2022 182 days	On-loan Professional	20	To be received: EUR 37,397.26 Based on average of yearly training cost of categories 1 and 2 UEFA: EUR 75,000.00
ST. BRESTOIS 29 FFF, France FIFA ID: 143F65C Status: Affiliated Training category: 2	31/08/2021 to 31/12/2021 123 days	On-loan Professional	19	To be received: EUR 25,273.97 Based on average of yearly training cost of categories 1 and 2 UEFA: EUR 75,000.00
SPEZIA CALCIO S.R.L. FIGC, Italy FIFA ID: 1092XZH Status: Affiliated Training category: 1	01/01/2021 to 30/06/2021 181 days	On-loan Professional	19	To be received: EUR 44,630.14 Based on yearly training cost of new club (UEFA 1): EUR 90,000.00
SPEZIA CALCIO S.R.L. FIGC, Italy FIFA ID: 1092XZH Status: Affiliated Training category: 1	23/09/2020 to 31/12/2020 100 days	On-loan Professional	18	To be received: EUR 24,590.16 Based on yearly training cost of new club (UEFA 1): EUR 90,000.00

16. In determining the above, the FIFA General Secretariat noted, *inter alia*, that “*as established by the jurisprudence of the Dispute Resolution Chamber, when a player registers with a club affiliated to a different member association (i.e. the new club) from the one where he was previously registered (i.e. the former club), any club(s) that may have had the player directly on loan from the player’s former club should be entitled to training compensation from the new club*”.
17. On 13 May 2025, Sevilla FC contacted FIFA arguing, *inter alia*, that because the Player was already a professional at the time of his transfer to Sevilla FC, no training compensation could be owed to any club other than his immediately former club i.e., Inter Milan.

18. On the same date, FIFA replied to Sevilla FC highlighting, *inter alia*, that according to the consistent jurisprudence of the FIFA Dispute Resolution Chamber (the “FIFA DRC”) and of the Court of Arbitration for Sports (the “CAS), temporary transfers do not interrupt the chain of a player’s training. Consequently, all clubs that registered the Player on loan from Inter Milan are entitled to receive training compensation following his permanent transfer to Sevilla FC.

IV. SUMMARY OF THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

19. On 20 May 2025, the Appellant filed a Statement of Appeal with CAS against the Appealed Decision in accordance with Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the “CAS Code”).
20. On 27 May 2025, the First Respondent agreed to the referral of this matter to a sole arbitrator, while the other Respondents failed to file their positions on such issue within the deadline set by the CAS Court Office.
21. On 4 June 2025 and after an extension having been granted in this respect, the Appellant filed its Appeal Brief further to Article R51 of the CAS Code.
22. On 5 June 2025, the First Respondent requested that the time limit for filing its Answer be fixed after the payment by the Appellant of its share of the advance of costs pursuant to Article R55 (3) of the Code.
23. On 6 June 2025, the CAS Court Office informed the Parties that the President of the Appeals Arbitration Division had decided to appoint a sole arbitrator for the adjudication of this matter.
24. On 10 June 2025, the Second and Fourth Respondents requested that the time limit for filing its Answer be fixed after the payment by the Appellant of its share of the advance of costs pursuant to Article R55 (3) of the Code.
25. On 31 July 2025, the Second and Fourth Respondent filed their Answers pursuant to Article R55 of the CAS Code.
26. On 12 August 2025, the First Respondent filed its Answer pursuant to Article R55 of the CAS Code.
27. Also on 12 August 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code, the President of the CAS Appeals Arbitration Division had decided that the arbitral tribunal appointed to decide on the matter at hand was constituted as follows:

➤ Sole Arbitrator: Mr. Sofoklis P. Pilavios, Attorney-At-Law, Athens, Greece

28. On 12 August 2025 and after having been invited to provide its position in this regard, the Appellant expressed its preference for a hearing to be held in the case at stake.
29. On 14 August 2025, the First Respondent stated its preference for an award to be issued on the sole basis of the Parties' written submissions. The same preference was also expressed by the Second and Fourth Respondents, by means of their correspondence dated 18 August 2025.
30. On 5 November 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to render an award in the present matter based solely on the Parties' written submissions.
31. Also on 5 November 2025, the Appellant filed a duly signed Order of Procedure.
32. On 6 November 2025, the First Respondent filed a duly signed Order of Procedure.
33. On 10 November 2025, the Third Respondent filed a duly signed Order of Procedure.
34. On 12 November 2025, the Second and Fourth Respondents filed a duly signed Order of Procedure.
35. The Sole Arbitrator confirms that he carefully heard and took into account in his decision all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

V. PARTIES' SUBMISSIONS AND PRAYERS FOR RELIEF¹

A. Sevilla F.C. SAD

36. The submissions of the Appellant may be summarized as follows:
 - As a general rule, Article 1 of Annex 4 of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP") establishes that training compensation shall be payable up to the age of 23 for training incurred up to the age of 21, unless it is evident that the player has already terminated his training period before the age of 21. In this regard, FIFA Circular 801 provides, *inter alia*, that "*a player who regularly performs for the club's "A" team could be considered as having accomplished his training period*".
 - According to publicly available evidence, the Player has formed part of the first teams of his respective clubs and has consistently participated in official competitions since the

¹ The Sole Arbitrator remarks that the Third Respondent failed to file its Answer within the prescribed deadline, pursuant to Article R55 of the CAS Code. However, the Sole Arbitrator will proceed with the current arbitration proceedings and will deliver an award, further to the modalities of R55 of the CAS Code.

age of 16. In essence, both the Player's number of appearances as well as the number of total minutes played during each season demonstrate that he had effectively completed his training period well before reaching the age of 21.

- In addition to a player's performance statistics, CAS jurisprudence confirms that the financial arrangements of his transfer(s) should also be taken into account in determining whether a player's education has been concluded. In the present case, the Appellant paid a considerable fixed fee to permanently secure the services of the Player which, in turn, indicates that he is to be considered a "*consolidated first – team player*".

37. On this basis, the Appellant submits the following prayers for relief:

- “1. *To accept this Appeal Brief against the [Appealed Decision];*
2. *To adopt an award setting aside the [Appealed Decision], and to determine that the Appellant is not obliged to pay any training compensation for any period subsequent to the Player's departure from [Spezia], that is, as from 30 June 2021, as the Player had definitively concluded his training period by that date;*
2. *Subsidiarily, in the even that the Panel were to find that the Player's training period was not completed by that date, to determine, in any case, that no training compensation shall be payable for the period after January 2022, corresponding to the second half of the 2021/2022 season, during which the Player was successfully consolidated at [Stade Brestois];*
3. *To condemn [FIFA] to the payment of the whole CAS administration costs and arbitrators' fees – if any;*
- 5) *That [FIFA] shall pay the legal fees of the [Appellant] regarding this procedure”.*

B. FIFA

38. The submissions of the First Respondent may be summarised as follows:

- In requesting FIFA to clarify the content of the Appealed Decision, the Appellant relied exclusively on the fact that the Player already held professional status with Inter Milan at the time of his transfer to Sevilla. At no point in its correspondence with FIFA did the Appellant raise the argument that the Player had already completed his training - a contention introduced for the first time only in these appellate proceedings. Such a shift in position constitutes a clear breach of the principle of "*non venire contra factum proprium*", which is consistently upheld in CAS jurisprudence. By failing to invoke this argument at an earlier stage, Sevilla created the legitimate expectation to FIFA that it did not dispute that the Player had not completed his football education prior to reaching 21 years of age.

- Pursuant to the jurisprudence of the FIFA DRC and of the CAS, a player has evidently concluded his training prior to the age of 21 when there is absolutely “no room for doubt” in this respect. Reaching such a level of certainty cannot be based solely on the fact that the player has signed his first professional contract. Rather, a holistic assessment must be carried out, taking into account a range of additional factors, including, *inter alia*, regular participation in official matches for the first team of his training club, prior transfers - whether temporary or permanent - to clubs of the same training category and for significant financial consideration, call-ups to the senior national team or, at a minimum, to the U-21 representative team of the relevant member association, and/or the attainment of a certain age threshold. In general, the competent deciding bodies adopt a cautious approach when assessing the completion of a player’s training, and a player is therefore considered fully trained only in cases where a combination of the above criteria is cumulatively satisfied.
- Following his registration with Inter Milan, the Player’s career trajectory clearly indicates that his training had not ended by the age of 21; after appearing in only five (5) matches for Inter Milan’s youth team (“Primavera”) and merely three (3) official matches for the club’s first team - one of the most prominent in Italy - the Player was subsequently loaned to several clubs competing at a lower sporting level. These loan spells were evidently intended to facilitate the continuation of his sporting development and the completion of his training. Further, the Appellant failed to prove that said temporary transfers were executed in return for any financial consideration.
- In regard with the other criteria typically examined by the deciding bodies of FIFA and by CAS, it is worth noting that the Player has not yet been capped by the “A” national team of his member association. Moreover, the Player had already reached the age of 22 at the time of his permanent registration with the Appellant. Consequently, the financial circumstances of that transfer are irrelevant for the purposes of assessing whether the Player had completed his training prior to reaching the age of 21.

39. On this basis, the First Respondent submits the following prayers for relief:

“(a) [Reject] *the requests for relief sought by the Appellant;*

(b) [Confirm] *the Appealed Decision;*

(c) [Order] *the Appellant to bear the full costs of these arbitration proceedings;*

(d) [Order] *the Appellant to pay a contribution to FIFA’s legal costs and expenses in an amount to be determined by the Panel”.*

C. Stade Brestois 29 & ES Troyes AC

40. The submissions of the Second and Fourth Respondents, which filed a joint Answer, may be summarised as follows:

- According to previous CAS Panels, the notion of a player’s training period – which aims at the acquisition of fundamental skills – should be distinguished from the notion of his development, which usually extends beyond the training period and pertains to the continuous evolution of said skills. In assessing whether a player has concluded his training period, CAS Panels tend to rely on various criteria such as: a) the number of matches played for the training club’s A team; b) the number of international caps; c) any prior temporary or permanent transfers against a significant financial consideration; and d) the player’s status within the team.
- Following his inability to establish himself as part of Inter Milan’s senior squad, the Player was subsequently loaned to Spezia, SB 29 and ESTAC which are clubs of lower caliber by both a sporting and financial standpoint. The purpose of these temporary transfers was to enable the Player to gain competitive experience through regular participation in official matches, an objective that could not realistically be achieved at the competitive level of Inter Milan.
- It was only during his loan spell with the Appellant which, in any case, occurred during the calendar year of his 22nd birthday, that the Player was able to demonstrate his abilities at a club of a similar level to Inter Milan. This is also confirmed by the fact that following the expiry of said loan, the Appellant proceeded in permanently acquiring the services of the Player in return for a significant financial consideration.
- In addition to the above, the Player was never named captain at any of his respective clubs, nor did he participate in any representative team until September 2023 where he was called up in the U21 team of France.

41. On this basis, the Second and Fourth Respondents submits the following prayers for relief:

“1. To confirm the [Appealed Decision] in which [the Appellant] is obliged to pay:

- [the Second Respondent] *a training compensation amount of €62,671.23;*
- [the Fourth Respondent] *a training compensation amount of €74,958.90;*

2. Order the Appellant to pay the Respondents’ legal fees for an amount of 5,000€ each as well as the entire costs of the proceedings”.

VI. JURISDICTION

42. Article R47 of the CAS Code provides the following:

“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”.

43. The Sole Arbitrator notes that the Parties agree that the jurisdiction of CAS to decide on the present matter derives from Article 50 (1) of the FIFA Statutes (2024 Edition) which provides that “[a]ppeals 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 10.5(b) of the FIFA Clearing House Regulations which stipulates that “[t]he FIFA general secretariat will notify the final EPP and the Allocation Statement to all parties in the EPP review process. [...] b) This notification shall be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes and may be appealed to the Court of Arbitration for Sport (CAS)”.
44. The jurisdiction of CAS is further confirmed by the Parties by means of their signature on the Order of Procedure.
45. In view of the above, the Sole Arbitrator finds that CAS has jurisdiction to decide on the present dispute.

VII. ADMISSIBILITY

46. The Sole Arbitrator notes that the present Appeal was filed within the deadline of 21 days set by Article 50 (1) FIFA Statutes. Further, the present Appeal complied with all other requirements set in Article R48 of the CAS Code, including the payment of the CAS Court Office fee.
47. It follows that the Appeal is admissible.

VIII. APPLICABLE LAW

48. Article R58 of the CAS Code provides the following:

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

49. Pursuant to Article 49 (2), of the FIFA Statutes “[t]he 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”.

50. Consequently, the Sole Arbitrator concludes that the FIFA Regulations, particularly the FIFA RSTP (Edition June 2024), apply primarily on the matter at hand, while Swiss law shall apply only if questions of interpretation arise over the application of the FIFA regulations.

IX. MERITS

51. The main issues to be resolved by the Sole Arbitrator are:

- A. Had the Player completed his training period prior to his permanent registration with the Appellant and if so, at which age?
- B. If the answer under (A) is of the affirmative, which are the consequences thereof?
- C. Did the Appellant violate the legal principle of “*non venire contra factum proprium*”?

52. The Sole Arbitrator will address these issues in turn.

A. Had the Player completed his training period prior to his permanent registration with the Appellant and if so, at which age?

53. The Sole Arbitrator notes that the only contention between the Parties pertains to the issue of whether the Player had completed his training period prior to his permanent transfer to the Appellant. In essence, the Appellant relies on the exception established pursuant to Article 1 (1) of Annexe 4 of the FIFA RSTP, pursuant to which “[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*”.

54. Accordingly, the Appellant submits that, based on the evidence on file, the Player is to be considered “*a fully trained player*” as of the end of the sporting season 2020/2021 and thus, the Respondents are not entitled to receive training compensation from the Appellant. On the contrary, the First, Second and Fourth Respondents maintain that the Player did not complete his training period before the end of the sporting season 2023/2024 and therefore, the Appealed Decision should be confirmed.

55. The Sole Arbitrator notes that, as a general rule and pursuant to the above – mentioned provision of the FIFA RSTP, training compensation is payable up to age of 23 for training incurred up to age of 21. Only by way of exception, and where it is “*evident*” that a player

has already completed his training period before reaching the age of 21, may the player's new club be relieved of its obligation to pay training compensation to his former clubs.

56. In the process of interpreting the pertinent provision and in turn, in determining when a player's training period can be deemed to have been evidently concluded, the Sole Arbitrator first turns to the FIFA Commentary on the FIFA Regulations on the Status and Transfer of Players (Edition 2023, the "FIFA Commentary"). While acknowledging that the FIFA Commentary is not legally binding, the Sole Arbitrator notes that it constitutes a valuable interpretative tool for the application of the FIFA RSTP and may be regarded "*as an interpretative approach, which is likely to give a certain degree of certainty among sports professionals*" (cf. CAS 2012/A/2698, para. 111; CAS 2007/A/1369, para. 56). Indeed, when seeking to ascertain FIFA's intent in adopting specific provisions of the FIFA RSTP, the Sole Arbitrator considers it difficult to identify a source more apt for that purpose than the FIFA Commentary. In regard with the issue at stake, the FIFA Commentary (p.365) provides as follows: "*If a player has finished their training period before they turn 21, the calendar years to be taken into consideration for the purposes of training compensation will be those between the player's 12th birthday and the calendar year in which they completed their training period. The club that is liable to pay training compensation must prove that the player completed their training early. The use of the term "evident" in the Regulations indicates that the player can only be considered to have completed their training if there is absolutely no room for doubt. In particular, the mere fact that a player has signed a first professional contract does not automatically indicate that they have completed their training. Other, more persuasive, indications that a young player has completed their training might include: 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; 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. In this respect, the DRC generally does not agree that a player is fully trained unless a combination of relevant circumstances applies simultaneously; meeting just one of the criteria is not usually considered sufficient evidence*".
57. As set out above however, the FIFA Commentary does not constitute a binding legal instrument, but rather an interpretative tool that may offer useful guidance in determining the proper meaning and scope of the relevant provisions of the FIFA RSTP. For this reason, the Sole Arbitrator also finds it appropriate to seek further guidance in the jurisprudence of the CAS that has addressed the issue at hand. While mindful that CAS awards do not have binding force *erga omnes*, the Sole Arbitrator nevertheless recognizes the importance of a consistent body of CAS case law, as panels are frequently guided by the reasoning of their learned colleagues in previous decisions - an approach that significantly contributes to the predictability and coherence of sports law and the arbitral decision-making process.
58. In this regard, the Sole Arbitrator notes that regular appearance in the A-team of a club has occasionally been considered sufficient reason to conclude that a player finished his training

period (CAS 2003/A/527; CAS 2006/A/1029). However, the majority of the CAS jurisprudence suggests that regular appearance in the A-team of a club “*does not necessarily constitute the only and decisive factor for the completion of a player’s training*” (CAS 2017/A/5090, para. 83), but that several other factors are to be taken into account. As a matter of illustration, the Panel in CAS 2017/A/5090 determined the following (para.83-84):

“[...] As a matter of fact, a player of a moderate football team could be required to play on a regular basis although his training is not finished, judged by the standards of a better ranked team. Similar differences can exist between one national championship and another, as regards the importance of the regularity of a player’s match appearances. There are in this context further factors that are generally taken into consideration such as the player’s value at a club, reflected in the salary a player is paid, in the loan fee that is achieved for his services or in the value of the player’s transfer, the player’s public notoriety at national and international level, his position at the club if established as a regular or even holding the captaincy, the level of games, his regular inclusion in the national team and so forth (CAS 2006/A/1029, p. 20 et seq.; CAS 2008/A/1705, §9.4)”.

59. The Sole Arbitrator fully concurs with the legal principles reflected in the above – cited award which are also in line with the pertinent analysis provided under the FIFA Commentary. In essence, the mere participation of a player – even in a regular basis - in the A-team of his club does not, in and of itself, suffice to establish that the player’s training period has been completed. Rather, a number of additional elements must be taken into account for that purpose. The Sole Arbitrator further acknowledges that there are no rigid or predefined criteria for determining the exact point at which a player’s training period comes to an end, as such assessment must necessarily be carried out on a case-by-case basis. Therefore, the Sole Arbitrator will proceed with his analysis on basis of the submissions and evidence presented by the Parties in the context of these proceedings.
60. In this regard, it remains uncontested that, after being originally transferred to Inter Milan, the Player remained registered with that club for one sporting season, during which he played in five matches with its youth team (“Primavera”) and only three league (“Serie A”) matches with its senior team in the 2019/2020 season. The Sole Arbitrator notes that Inter Milan is one of the most prominent football clubs in Italy, having won the Serie A titles in the 2020/2021 and 2023/2024 seasons and the Italian Cup (“Coppa Italia”) in the 2021/2022 and 2022/2023 seasons, while also enjoying considerable success in various UEFA club competitions. Therefore, the Player’s training club must be regarded as continuously operating at a particularly high level within one of Europe’s top leagues.
61. During the season 2020/2021, the Player was temporarily transferred, without any financial consideration, to the Third Respondent, which had just been promoted to the top tier of Italian football. In the course of that season, the Player took part in 12 of the 38 Serie A matches and in 1 of the 4 Coppa Italia matches played by Spezia.

62. During the season 2021/2022, the Player joined the Second Respondent which competed in the top division of French football (“Ligue 1”), again without any loan fee. During that season, the Player featured in 30 of the 41 official matches played by SB29, which represents a significant increase in his level of participation compared to the previous two seasons.
63. At the beginning of the sporting season 2022/2023, the Player was once again temporarily transferred from Inter Milan against no financial compensation, this time to the Fourth Respondent. During the season in question, the Player participated in 15 out of 38 league matches for ESTAC. Notably, at the end of this season ESTAC was relegated to the Ligue 2 which is the second division of French football.
64. In view of the above, the Sole Arbitrator is not persuaded that the Player’s training period had been completed at any point during his time with the Respondents. While it is acknowledged that all the clubs in question compete in top-tier leagues, such as Serie A and Ligue 1, they cannot be regarded as being of equivalent sporting stature or competitive standing. By way of illustration, at the end of the 2020/2021 season, Spezia finished 15th in the Serie A standings, whereas Inter Milan won the domestic championship and reached the semi-finals of the Coppa Italia. Likewise, in the 2022/2023 season, Inter Milan secured the Coppa Italia and reached the final of the UEFA Champions League, while ESTAC was relegated from Ligue 1. These disparities in competitive level further support the conclusion that the Player’s subsequent transfers were aimed at continuing his sporting development rather than evidencing the completion of his training. While this criterion may appear, to some extent, inherently relative, the Sole Arbitrator recalls that *“a player of a moderate football team could be required to play on a regular basis although his training is not finished, judged by the standards of a better ranked team. Similar differences can exist between one national championship and another, as regards the importance of the regularity of a player’s match appearances”* (CAS 2017/A/5090, para. 83). Accordingly, the mere fact that the Player participated, to varying degrees, in several matches for the Respondents does not constitute compelling evidence that his training period had already been completed.
65. Even if one were to assume, *arguendo*, that the Player’s participation in top-tier leagues was sufficient, in itself, to establish that he was a “fully trained player”, as alleged by the Appellant, the Sole Arbitrator observes that the Player’s rate of appearances during the relevant period was far from consistent. After having featured in only 13 out of 42 matches for Spezia, the Player subsequently recorded his most active season by participating in nearly 75% of SB29’s total official games. However, in the following season, he appeared in only 15 out of 38 league matches for a club that was ultimately relegated. In the Sole Arbitrator’s view, such a trajectory does not reflect the profile of a player who had completed his training period and established himself as a key member of his teams. This conclusion is further reinforced by the fact that the respective loans were carried out without any financial consideration and that none of the Respondents ever expressed an interest in acquiring the Player’s services on a permanent basis - an undertaking that would have required a significant financial investment.

66. Additionally, the Sole Arbitrator notes that during the period in question, the Player did not participate in any representative team of his national association. In fact, the Sole Arbitrator observes that the Player made his first appearance for France's U-21 national team only on 9 September 2023, at a time when he had already reached the age of 21 and, in any event, after the conclusion of his respective tenures with the Respondents.
67. For the sake of completeness, the Sole Arbitrator notes that the Player's permanent transfer to the Appellant, as well as the financial investment involved therein, is irrelevant for the present analysis, as it took place during the 2024/2025 season, at a time when the Player had already reached the age of 22.
68. It follows that the Player had not concluded his training period prior to his permanent registration with the Appellant.
69. Considering and following the findings of the Sole Arbitrator on the previous issue, all the other prayers for relief should be dismissed.

X. CONCLUSIONS

70. Based on the foregoing, the Sole Arbitrator finds that:
- The Player had not concluded his training period prior to the age of 21.
71. It follows that the Appeal is dismissed, and the Appealed Decision is therefore confirmed.

XI. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 20 May 2025 by Sevilla F.C. SAD against the Determination of the FIFA general secretariat on Allocation Statement TC-21460 corresponding to EPP 46726 issued on 30 April 2025 is dismissed.
2. The Determination of the FIFA general secretariat on Allocation Statement TC-21460 corresponding to EPP 46726 issued on 30 April 2025 is confirmed.
3. (...).
4. (...).
5. (...).
6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 5 March 2026

THE COURT OF ARBITRATION FOR SPORT

Sofoklis Pilavios
Sole Arbitrator