



**TAS / CAS**

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

**CAS 2025/A/11508 Jefferson Tavares da Silva v. Club Deportivo Jorge Wilstermann & FIFA**

## **ARBITRAL AWARD**

delivered by the

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

Sole Arbitrator: Mr. Marco Leal, Attorney-at-Law, Miami, FL, United States of America

**In the arbitration between:**

**Jefferson Tavares da Silva**

Represented by Mr. Filipe Orsolini Pinto de Souza and Ms. Talita Novaes, Attorneys-at-Law,  
Campinas, São Paulo, Brazil

**-Appellant-**

**and**

**Club Deportivo Jorge Wilstermann, Bolivia**

Represented by Mr. Enric Ripoll González, Attorney-at-Law, Miami, FL, United States of  
America

**-First Respondent-**

**and**

**Fédération Internationale de Football Association, Switzerland**

Represented by Rodrigo Morais, Senior Legal Counsel, FIFA Litigation Department, Miami, FL,  
United States of America

**-Second Respondent-**

## **I. THE PARTIES**

1. Mr. Jefferson Tavares da Silva (hereinafter, the “Appellant” or the “Player”) is a professional football player holding dual Brazilian and Bolivian nationality.
2. Club Deportivo Jorge Wilstermann (hereinafter, the “First Respondent” or the “Club”) is a professional football club with seat in Cochabamba, Bolivia, affiliated to the Bolivian Football Federation (the “FBF”).
3. *Fédération Internationale de Football Association* (hereinafter, “FIFA” or the “Second Respondent”) is the international governing body of football, with its seat in Zurich, Switzerland.
4. The Appellant, the First Respondent and the Second Respondent are hereinafter collectively referred to as the “Parties”.

## **II. FACTUAL BACKGROUND**

5. The elements set out below are a summary of the main relevant facts as established by the Sole Arbitrator on the basis of the decision rendered by the FIFA Dispute Resolution Chamber (the “DRC”) on 3 April 2025 (the “Appealed Decision”), the written submissions of the Parties, and the exhibits filed in the present proceedings. Additional facts and allegations may be set out, where relevant, in the legal considerations of this Award.
6. While the Sole Arbitrator has considered all the facts, legal arguments and evidence submitted by the Parties, he refers in this Award only to the submissions and evidence he considers necessary to explain his reasoning.
7. On 8 January 2024, the Appellant and the First Respondent entered into an employment relationship valid until 31 December 2025 (the “Employment Relationship”).
8. In the context of such Employment Relationship, two contractual instruments were executed between the Appellant and the First Respondent, both dated 8 January 2024.
9. A first contract, submitted for registration before the FBF (the “Registered Contract”), identified the Appellant by reference to his Bolivian identity document and was executed in accordance with the standard form required for the registration of players within the FBF system.
10. A second contractual document (the “Private Contract”), also dated 8 January 2024, identified the Appellant by reference to his Brazilian passport. However, such document expressly referred to the Appellant as a “naturalized Bolivian”.

11. The Sole Arbitrator notes that both the Registered Contract and the Private Contract governed the same employment relationship and covered the same period of time, while providing for the same overall remuneration.
12. On 19 February 2024, the Appellant was registered with the FBF through the COMET system. According to the documentation on record, and as confirmed by the FBF, the Appellant was registered as a Bolivian player, being identified by means of his Bolivian identity document, and participated in official competitions under such status during the 2024 season. In this respect, the FBF further certified that the Appellant occupied a Bolivian player slot and was never considered a foreign player in any official competition.
13. On 1 December 2024, the Appellant put the First Respondent in default, alleging outstanding remuneration.
14. On 17 December 2024, the Appellant terminated the Employment Relationship and, on the same date, lodged a claim before the DRC seeking outstanding remuneration and compensation for breach of contract.
15. In the proceedings before FIFA, the First Respondent objected to the jurisdiction of the DRC, arguing that the dispute lacked an international dimension, in light of the Appellant's registration with the FBF as a Bolivian player.
16. During such proceedings, the FBF provided information and documentation confirming, *inter alia*, that the Appellant had been registered as a Bolivian player on the basis of his Bolivian identity documents.
17. On 3 April 2025, the DRC rendered the Appealed Decision, by means of which it declared that it lacked jurisdiction to hear the dispute.
18. In particular, the DRC held, *inter alia*, as follows (paras. 24–28 of the Appealed Decision):

*“[...] FIFA is only competent to hear an employment-related dispute [...] when the parties have different nationalities”.*

*“[...] in cases where a player has dual citizenship, his registration is a determining factor when assessing if the international dimension of the dispute is given”.*

*“[...] the Claimant was registered and verified in the COMET system as a Bolivian player”.*

*“[...] the Claimant occupied a Bolivian player slot and was never considered a foreign player in any official competition”.*

*“[...] the player was registered under the same nationality as the club and therefore the present claim lacks international dimension and is inadmissible”.*

19. The operative part of the Appealed Decision reads as follows:

*“1. The Football Tribunal does not have jurisdiction to hear the claim of the claimant, Jefferson Tavares da Silva.*

*2. This decision is rendered without costs.”*

20. On 16 May 2025, the grounds of the Appealed Decision were notified to the Parties.

### **III. PROCEEDINGS BEFORE CAS**

21. On 6 June 2025, the Appellant filed a Statement of Appeal before CAS against the Appealed Decision, in accordance with Articles R47 *et seq.* of the Code of Sports-related Arbitration (the “CAS Code”).

22. On 16 June 2025, the Appellant filed his Appeal Brief in accordance with Article R51 of the CAS Code.

23. In his Statement of Appeal, the Appellant requested that the matter be decided by a Sole Arbitrator. By letter dated 29 September 2025, the Second Respondent agreed to the appointment of a Sole Arbitrator. The First Respondent did not express any position on the number of arbitrators within the prescribed time limit.

24. On 30 October 2025, the First Respondent and the Second Respondent each filed their respective Answers in accordance with Article R55 of the CAS Code.

25. On 31 October 2025, the CAS Court Office invited the Parties to indicate whether they preferred a hearing to be held or whether the matter could be decided on the basis of the written submissions. On the same date, the CAS Court Office informed the Parties that, in light of their positions regarding the number of arbitrators, the present dispute would be submitted to a Sole Arbitrator in accordance with Article R54 of the CAS Code. The Sole Arbitrator appointed to decide the present matter was:

Sole Arbitrator: Mr. Marco Leal, Attorney-at-Law in Miami, FL, USA.

26. Between 31 October and 8 November 2025, the Parties informed the CAS Court Office of their respective positions regarding the holding of a hearing. In particular, on 31 October 2025, the Second Respondent indicated that it did not consider a hearing or a case management conference necessary and requested that the award be rendered solely on the basis of the written submissions; on 7 November 2025, the Appellant stated that he considered a hearing necessary; and on 8 November 2025, the First Respondent confirmed that it agreed with the Second Respondent’s position and did not deem a hearing necessary.

27. On 3 December 2025, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Parties to provide further clarification in relation to the contractual documentation on record.

28. On 12 December 2025, the Appellant submitted his comments and clarifications in response to the Sole Arbitrator's request of 3 December 2025. On 8 January 2026, the First Respondent and the Second Respondent submitted their respective comments and clarifications.
29. On 15 January 2026, the CAS Court Office informed the Parties, on behalf of the Sole Arbitrator, that, after reviewing the file and considering the Parties' respective positions regarding the holding of a hearing, pursuant to Article R57 of the CAS Code, the Sole Arbitrator deemed himself sufficiently well-informed to decide the case solely on the basis of the Parties' written submissions and without the need to hold a hearing.
30. On 15 January 2026, the CAS Court Office issued the Order of Procedure.
31. Finally, on 19 January 2026, the CAS Court Office acknowledged receipt of the Order of Procedure duly signed by the Second Respondent; on 20 January 2026, the CAS Court Office acknowledged receipt of the Orders of Procedure duly signed by the Appellant and the First Respondent.

#### **IV. THE PARTIES' REQUESTS FOR RELIEF AND POSITIONS**

##### **THE APPELLANT**

##### **A. REQUEST FOR RELIEF**

32. In his Appeal Brief, the Appellant requests CAS to:

*"[...] the Appellant request for relief is the CAS to set aside the decision issued by the FIFA Football Tribunal in its entirety, to recognize that the FIFA Football Tribunal has jurisdiction over the case and then to refer the case back to it for a decision on the merits, and to order the First Respondent to pay the cost of arbitration, including legal costs and other expenses.*

*Alternatively, if the CAS understands that also the merits shall be decided, the Appellant's request for relief is the following:*

- a) to uphold the appeal and declare that the Employment Contract signed by and between the parties was terminated with just cause for outstanding salaries on 17 December 2024, according to article 14bis of the FIFA RSTP;*
- b) to uphold the appeal and order the First Respondent Club Deportivo Jorge Wilstermann (Bolivia) to pay the Appellant the outstanding salaries in the net amount of USD 58,050 (fifty-eight thousand and fifty American Dollars), plus interests of 5% p.a. as from the due date of each payment;*

- c) to uphold the appeal and order the First Respondent Club Deportivo Jorge Wilstermann (Bolivia) to pay the Appellant a compensation equal to the residual value of the contract that was prematurely terminated in the total net amount of USD 119,000 (one hundred and nineteen thousand American Dollars), plus interests of 5% p.a. as from 17 December 2024;*
- d) to uphold the appeal and order the First Respondent Club Deportivo Jorge Wilstermann (Bolivia) to pay to the Appellant an additional compensation in the total net amount of USD 27,000 (twenty-nine thousand American Dollars), plus interests of 5% p.a. as from 16 December 2024;*
- e) to uphold the appeal and sanction the First Respondent Club Deportivo Jorge Wilstermann (Bolivia) in accordance with article 17.4 of FIFA RSTP;*
- f) to uphold the appeal and include the consequences of the failure to pay the relevant amounts in due time, pursuant article 24 of the FIFA RSTP.*
- g) to order the First Respondent to pay the cost of arbitration, including legal costs and other expenses.”*
33. In his additional comments submitted on 12 December 2025, the Appellant further requests CAS to:
- “a) the recognition of the full validity of the contract executed by the Appellant in his capacity as a Brazilian player (first contract);*
- b) a declaration that the contract in which the Appellant is described as a Bolivian national (second contract) has no legal validity, as it was of a merely formal nature and produced exclusively for registration purposes before the Bolivian Football Federation, without corresponding to the actual contractual arrangement between the parties;*
- c) the recognition that all contractual obligations must be assessed exclusively based on the contract executed in the Appellant’s capacity as a Brazilian player (first contract);*
- d) the exclusion, for the purposes of the decision, of any documents submitted by the Respondent indicating the Appellant as a Bolivian player (second contract), as such documents were produced only after the relevant facts and bear no relation to the original contractual agreement;*
- e) the Respondent fully comply with all obligations established in the valid contract, including any outstanding payments or applicable penalties;*

*f) the recognition that the late registration before the Bolivian Football Federation does not alter the legal nature of the contractual relationship originally concluded, and that the Appellant's qualification as a Brazilian player must prevail."*

**B. POSITION**

34. The Appellant submits that the Appealed Decision should be set aside, as the DRC incorrectly declined jurisdiction over the dispute.
35. According to the Appellant, the present matter has an international dimension within the meaning of Article 22 of the FIFA Regulations on the Status and Transfer of Players (the "RSTP"), and FIFA was therefore competent to hear the claim.
36. The Appellant emphasizes that he holds Brazilian nationality by birth and submits that such nationality must be taken into account when determining the existence of an international dimension.
37. In this respect, the Appellant argues that the DRC erred in treating his registration with the FBF as the decisive factor and in disregarding the broader factual and legal context of the case.
38. In particular, the Appellant submits that, according to FIFA and CAS jurisprudence, the assessment of the international dimension cannot be based solely on the player's registration, but must also take into account the contractual relationship between the parties and the player's nationality for the purpose of football.
39. In this regard, the Appellant further relies on the Commentary to the RSTP, submitting that it is necessary to establish, first, under which nationality a player signs the contract, and subsequently under which nationality he is registered with the club, and that both elements must be assessed together when determining the existence of an international dimension.
40. The Appellant argues that the DRC failed to consider such elements and instead relied exclusively on his registration status within the FBF and the COMET system.
41. The Appellant further contends that the contractual relationship between the Parties was, in substance, concluded on the basis of his Brazilian nationality and not on any purely domestic Bolivian status.
42. In this respect, the Appellant relies on the contractual documentation executed between the Appellant and the First Respondent, noting that the contract concluded in his capacity as a Brazilian player identified him by reference to his Brazilian passport and reflected the true agreement between the Appellant and the First Respondent.
43. The Appellant acknowledges that another contractual document referred to him as a "naturalized Bolivian", but submits that such document does not reflect the reality of the employment relationship and was executed solely for registration purposes.

44. According to the Appellant, the existence of two contractual instruments must be assessed in light of the factual chronology in which they were executed.
45. In this regard, the Appellant submits that a “pre-contract” had been agreed prior to his arrival in Bolivia, reflecting the terms later incorporated into the contract concluded in his capacity as a Brazilian player.
46. The Appellant further explains that such “pre-contract” was signed only by him and had been sent to him before his arrival in Bolivia, at a time when the Appellant and the First Respondent had already agreed on the essential terms of the employment relationship.
47. The Appellant also refers to the sequence of events surrounding his arrival in Bolivia, emphasizing that he travelled to Bolivia on 9 January 2024 and that the contractual arrangements identifying him as a Brazilian player were only executed after his arrival.
48. According to the Appellant, the documentation required for his registration as a Bolivian player was requested by the First Respondent only after the conclusion of the employment agreement, as evidenced by communications exchanged between the Parties.
49. In this context, the Appellant further submits that his registration as a Bolivian player was carried out unilaterally by the First Respondent and without his full knowledge or informed consent, and that he was not aware, at the relevant time, of the implications of such registration.
50. The Appellant also relies on documentary evidence, including travel documents and electronic communications, to demonstrate that the registration process took place after the employment relationship had already been agreed and formalized.
51. In addition, the Appellant submits that the contractual documentation referring to him as a Bolivian player contains inconsistencies and differences, including with respect to remuneration structure, termination clauses, and dispute resolution provisions, which, in his view, undermine the credibility of such documentation.
52. On that basis, the Appellant maintains that the DRC gave excessive and determinative weight to federative registration, while failing properly to consider the contractual documentation, the player’s nationality, and the factual sequence of events.
53. Accordingly, the Appellant requests that the Appealed Decision be set aside, that FIFA’s jurisdiction be recognized, and that the matter be referred back to the DRC for a decision on the merits.
54. In the alternative, the Appellant requests that CAS decide the dispute on the merits.

## **THE FIRST RESPONDENT**

### **A. REQUEST FOR RELIEF**

55. In its Answer, the First Respondent requests CAS to:

- “1. Dismiss the appeal in its entirety and uphold the decision of the FIFA Football Tribunal dated April 3, 2025, which correctly determined that FIFA lacks jurisdiction over this dispute due to the absence of international dimension.*
- 2. Confirm that the dispute lacks international dimension as both the Player and the club are registered with the same national association (FBF) and the Player was registered and played as a Bolivian national.*
- 3. Confirm that the competent jurisdiction to hear this dispute is the Dispute Resolution Tribunal (TRD) of the FBF, in accordance with Article 22.1.b of the RSTP and the parties' express agreement.*
- 4. Order the Appellant to pay all costs of arbitration, including the Respondent's legal fees and expenses.*
- 5. Award the Respondent the sum of USD 10,000 (ten thousand United States Dollars) or such amount as this Tribunal deems fair and reasonable, as compensation for legal fees incurred in defending against this appeal.*
- 6. Subsidiarily, and only in the event that this Tribunal does not accept the objection to jurisdiction, the Respondent reserves its right to develop its arguments on the merits at the appropriate procedural stage, without this response implying any waiver of the material defense of its rights.”*

56. In its additional comments submitted on 8 January 2026, the First Respondent further requests CAS to:

- “1. Dismiss the appeal in its entirety and uphold the decision of the FIFA Football Tribunal dated April 3, 2025, which correctly determined that FIFA lacks jurisdiction over this dispute due to the absence of international dimension. Dismiss the appeal in its entirety;*
- 2. Confirm the decision of the FIFA Tribunal of 17 October 2024, including its finding of lack of jurisdiction;*
- 3. Declare that the present dispute is of a purely domestic nature and that no international dimension exists;*

4. *Reject and exclude from the record the document newly submitted by the Appellant (the alleged “pre-contract”), as it was introduced out of time and without any exceptional justification;*
5. *Order that the Appellant bear all costs of the arbitration, including a contribution toward the Respondent’s legal fees and expenses.”*

## **B. POSITION**

57. The First Respondent submits that the Appealed Decision is correct and should be upheld, as the dispute does not present an international dimension within the meaning of Article 22 of the RSTP.
58. In this respect, the First Respondent emphasizes that both the Appellant and the Club are registered with the FBF and that, for the entirety of the relevant period, the Appellant was registered and competed as a Bolivian player.
59. According to the First Respondent, the decisive criterion for determining the existence of an international dimension is the nationality under which the player is registered with the relevant national association, rather than the mere possession of multiple nationalities.
60. The First Respondent submits that the Appellant was duly registered in the FBF’s COMET system as a Bolivian player and, throughout the 2024 season, occupied a Bolivian player slot and was never considered a foreign player in any official competition.
61. The First Respondent further contends that the Appellant benefited from such registration, in particular by avoiding the regulatory limitations applicable to foreign players.
62. In this regard, the First Respondent argues that the Appellant cannot rely on his dual nationality to challenge the consequences of a registration status from which he derived sporting and regulatory advantages.
63. The First Respondent also relies on FIFA regulations and CAS jurisprudence, submitting that it is not the mere possession of a foreign passport that determines the international nature of a dispute, but rather the sporting nationality effectively used by the player in the context of the employment relationship.
64. The First Respondent further refers to the Commentary to the RSTP, submitting that it requires consistency between the nationality under which a player signs a contract and the nationality under which he is registered, and that the decisive element is ultimately the player’s nationality for the purpose of football.
65. According to the First Respondent, in the present case, both elements converge, as the Appellant was registered and competed as a Bolivian player.
66. The First Respondent rejects the Appellant’s argument that the contractual documentation supports the existence of an international dimension.

67. In particular, the First Respondent submits that the official contract registered with the FBF (the Registered Contract) constitutes the primary instrument for determining the Appellant's regulatory status, as it governs registration, eligibility, and participation in official competitions.
68. The First Respondent further explains that, under Bolivian football regulations, the execution of both a standard federation contract ("Contrato Único") and a complementary annex is mandatory, and that both instruments were duly executed and form part of a single contractual framework.
69. According to the First Respondent, any alleged differences between these documents are the result of the structural limitations of the standard federation form and do not create any inconsistency or contradiction between them.
70. The First Respondent further emphasizes that both contractual instruments contain references to the Appellant's Bolivian status, including identification as Bolivian and/or as a "naturalized Bolivian", which, under Bolivian law, constitutes the same legal and sporting status.
71. The First Respondent objects to the introduction, at a late stage of the proceedings, of an alleged "pre-contract" submitted by the Appellant.
72. In this respect, the First Respondent submits that such document was never produced during the proceedings before FIFA and was not referenced in the Appeal Brief, and therefore constitutes inadmissible new evidence.
73. The First Respondent further argues that the alleged "pre-contract" is not a binding agreement, but merely an unsigned draft document, lacking the Club's signature and therefore devoid of any probative value.
74. According to the First Respondent, even if such document were to be admitted, it would have been superseded by the final employment contracts duly executed and registered with the FBF, which constitute the only binding instruments governing the relationship between the Parties.
75. The First Respondent rejects the Appellant's allegation that his registration as a Bolivian player was carried out unilaterally and without his knowledge.
76. In this regard, the First Respondent submits that the Appellant voluntarily acquired Bolivian nationality and provided his Bolivian identity documentation for the purposes of his registration as a Bolivian player.
77. The First Respondent further submits that the Appellant was aware of the purpose for which such documentation was used, as evidenced by the exchanges between the Parties.

78. The First Respondent also refers to public statements made by the Appellant, including media interviews, in which he acknowledged his naturalization and the sporting benefits associated with being registered as a Bolivian player.
79. According to the First Respondent, such elements demonstrate that the Appellant was fully aware of, and accepted, his status as a Bolivian player.
80. The First Respondent further relies on CAS jurisprudence establishing that a player who has acquired and used a given nationality for football purposes cannot subsequently rely on a different nationality in order to establish jurisdiction.
81. In this respect, the First Respondent argues that the Appellant's position amounts to an attempt to "blow hot and cold" and constitutes impermissible forum shopping.
82. The First Respondent submits that accepting such an approach would be contrary to the principle of good faith and would undermine the stability and predictability of the regulatory framework governing international football.
83. The First Respondent further submits that the Appellant and the First Respondent expressly agreed to submit disputes to the competent national bodies of the FBF.
84. In particular, the First Respondent refers to the dispute resolution clause contained in the official contract, which provides for the jurisdiction of the Dispute Resolution Tribunal (TRD) of the FBF, with subsequent appeal within the national system.
85. According to the First Respondent, such clause is valid under Article 22.1.b of the RSTP and reflects the Appellant and the First Respondent's intention to resolve disputes at the national level.
86. The First Respondent further submits that the TRD of the FBF constitutes an independent tribunal that meets the requirements established under FIFA regulations.
87. The First Respondent also argues that CAS lacks jurisdiction to decide the merits of the dispute, as the FIFA DRC did not render any decision on the merits.
88. According to the First Respondent, the present proceedings are limited to the review of the DRC's decision on jurisdiction and do not allow for a determination of the underlying contractual dispute.
89. On that basis, the First Respondent maintains that the dispute is purely domestic in nature, that FIFA lacks jurisdiction, and that the Appealed Decision should be upheld in its entirety.

## **THE SECOND RESPONDENT**

### **A. REQUEST FOR RELIEF**

90. The Second Respondent requests CAS to:

*“(a) Reject the Appellant’s appeal in its entirety;*

*(b) Confirm the Appealed Decision in full; and*

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

**B. POSITION**

91. The Second Respondent submits that the Appealed Decision is correct and should be upheld, as the dispute does not present an international dimension within the meaning of Article 22 of the RSTP.
92. In this respect, the Second Respondent emphasizes that the present proceedings concern exclusively the jurisdiction of the DRC and not the merits of the underlying contractual dispute between the Appellant and the First Respondent.
93. According to the Second Respondent, the issue of whether any outstanding remuneration or compensation may be due by the First Respondent to the Appellant constitutes a purely bilateral matter between those parties and does not affect the jurisdictional question to be determined in the present appeal.
94. The Second Respondent submits that the sole question to be determined is whether the DRC correctly found that the dispute lacked the international dimension required under Article 22 lit. b) of the RSTP.
95. In this regard, the Second Respondent refers to Article 22 lit. b) of the RSTP, pursuant to which FIFA is competent to hear employment-related disputes between a club and a player only where such disputes are of an international dimension.
96. The Second Respondent further submits that the requirement of international dimension must be interpreted in a manner that preserves the clear allocation of competence between FIFA and its member associations and, accordingly, protects the autonomy of national football bodies in purely domestic disputes.
97. The Second Respondent also maintains that FIFA is entitled to assess *ex officio* its own competence, including whether the dispute before it satisfies the requirement of international dimension.
98. According to the Second Respondent, although the RSTP does not define the notion of international dimension expressly, the applicable criteria are clarified by the Commentary to the RSTP and by consistent FIFA and CAS jurisprudence, particularly in cases involving players with dual nationality.
99. In particular, the Second Respondent relies on the Commentary to the RSTP, submitting that, in cases of dual nationality, the internationality of a dispute is determined by the nationality under which the player is registered to play football for the relevant club.

100. The Second Respondent further submits that the Commentary to the RSTP makes clear that the most crucial aspect when considering any foreign element is the player's nationality for the purpose of football, and that a player registered as a local as a result of a shared nationality with the club cannot be deemed an international player.
101. In this respect, the Second Respondent rejects the Appellant's interpretation that the Commentary places equal or overriding weight on the nationality under which the player signed the contract. According to the Second Respondent, while contractual elements may be considered, the determinative criterion remains the nationality under which the player was actually registered for football purposes.
102. The Second Respondent also argues that the Appellant has not identified any CAS or Swiss Federal Tribunal authority supporting the proposition that the contractual reference to a nationality may override the nationality under which a player was registered.
103. The Second Respondent further relies on FIFA jurisprudence showing that, in cases of dual citizenship, registration is a determining factor when assessing whether an employment-related dispute has an international dimension, because clubs may derive regulatory advantages from registering a player under a particular nationality.
104. The Second Respondent additionally relies on CAS jurisprudence confirming that the decisive inquiry concerns the player's nationality for football purposes and that a player who has used a given nationality in order to compete as a domestic player cannot later invoke another nationality in order to create an international dimension.
105. Applying those principles to the present case, the Second Respondent submits that the Appellant was clearly registered with the First Respondent as a Bolivian player.
106. In support of that position, the Second Respondent refers to the records in TMS and COMET, as well as to the information and confirmations provided by the FBF, all of which, according to the Second Respondent, show that the Appellant was registered with the Club as a Bolivian national and occupied a national player quota.
107. The Second Respondent submits that the evidence on file leaves no room for doubt that the Appellant was registered as a Bolivian player and benefited from such status by not occupying a foreign player slot.
108. According to the Second Respondent, the Appellant's position concerning his registration has been inconsistent throughout the proceedings. In particular, FIFA points out that, during the first-instance proceedings, the Appellant denied having been registered as a Bolivian and challenged the evidence submitted in that regard, whereas in the CAS proceedings he shifted his position and attempted instead to minimize the relevance of that registration.
109. The Second Respondent further submits that, even if one were to consider the contractual element in addition to the registration, the record still confirms the absence of international dimension.

110. In this respect, the Second Respondent submits, subsidiarily, that the Appellant was also contractually signed as a Bolivian player, since the Registered Contract — the only contract used for registration before the FBF and in TMS — identified him exclusively by his Bolivian identity document.
111. According to the Second Respondent, the Appellant's earlier attempt to portray the Private Contract as the only signed contractual instrument is contradicted by the evidence on file, which demonstrates the existence and execution of the Registered Contract.
112. The Second Respondent further submits that the Registered Contract was legalized by the FBF and that the Appellant has not alleged, let alone established, any circumstance of duress, forgery, or similar defect capable of undermining its validity.
113. The Second Respondent therefore maintains that, even on a subsidiary analysis of the contractual documentation, the Appellant was contractually identified and engaged as a Bolivian player.
114. The Second Respondent also rejects the Appellant's argument that his Bolivian nationality arose automatically and without any genuine intention on his part to become Bolivian.
115. In this regard, the Second Respondent refers to the applicable Bolivian constitutional and migration provisions, submitting that the acquisition of Bolivian nationality in the Appellant's circumstances required an express act of will and therefore could not have occurred automatically.
116. The Second Respondent further submits that the Appellant's own public statements demonstrate that he understood the sporting advantages associated with Bolivian nationality, including the possibility of not occupying a foreign player quota and potentially representing the Bolivian national team.
117. In its additional comments submitted on 8 January 2026, the Second Respondent further addressed the Appellant's 12 December 2025 submission and maintained that the Appellant's new theory concerning the two contracts and the alleged pre-contract does not alter the jurisdictional analysis.
118. In particular, the Second Respondent submits that the Appellant's latest submissions confirm, rather than undermine, that he entered into the Registered Contract and that he was aware that such contract would be used for his registration with the FBF.
119. The Second Respondent further argues that the Appellant's allegation that the Registered Contract was merely formal and lacked substantive validity is unsupported by any cogent legal basis and is contradicted by the fact that such contract reflects the same essential terms as the other contractual documentation.
120. FIFA also rejects the Appellant's reliance on the alleged pre-contract, submitting that such document is unilaterally signed by the Appellant only, is manifestly devoid of probative value, and, in any event, does not affect the validity or relevance of the Registered Contract.

121. The Second Respondent further submits that, even if the chronology alleged by the Appellant were assumed *arguendo*, such chronology would not alter the decisive fact that the Appellant ultimately entered into the Registered Contract and was registered and fielded as a Bolivian player.
122. The Second Respondent also maintains that the Appellant was aware that he would be registered as a Bolivian player, as evidenced by the documents he provided for registration purposes and by the surrounding circumstances described in FIFA's additional submission.
123. Finally, the Second Respondent objects to the Appellant's additional requests contained in the 12 December 2025 submission insofar as they seek purely declaratory relief, request the exclusion of evidence without satisfying the conditions of the CAS Code, or introduce new prayers for relief not contained in the Appeal Brief.
124. On that basis, the Second Respondent maintains that the dispute between the Appellant and the First Respondent lacks an international dimension, that the DRC correctly declined jurisdiction, and that the Appealed Decision should be upheld in full.

## **V. LEGAL CONSIDERATIONS**

### **A. JURISDICTION OF CAS**

125. The jurisdiction of CAS derives from Article R47 of the CAS Code and Article 50 of the FIFA Statutes (May 2024 edition).
126. Pursuant to Article R47 of the CAS Code, an appeal may be filed with CAS against a decision of a federation, association, or sports-related body where the statutes or regulations of such body so provide.
127. In this regard, Article 50 of the FIFA Statutes expressly provides that appeals against final decisions passed by FIFA's legal bodies shall be lodged with CAS.
128. The Sole Arbitrator observes that the Appealed Decision was rendered by the DRC, which constitutes a legal body of FIFA within the meaning of the FIFA Statutes.
129. The Sole Arbitrator further notes that the Appellant has filed the present appeal in accordance with the relevant procedural requirements set out in the CAS Code.
130. The jurisdiction of CAS has not been contested by the Parties.
131. It follows that CAS has jurisdiction to decide the present dispute.

**B. ADMISSIBILITY**

132. The admissibility of the appeal is governed by Article R48 *et seq.* of the CAS Code and Article 50 of the FIFA Statutes.
133. In particular, Article R49 of the CAS Code provides that, in the absence of a time limit set in the statutes or regulations of the federation, association, or sports-related body concerned, the time limit for appeal shall be twenty-one (21) days from the receipt of the decision appealed against.
134. The Sole Arbitrator notes that the grounds of the Appealed Decision were notified to the Parties on 16 May 2025.
135. The Sole Arbitrator further observes that the Statement of Appeal was filed on 6 June 2025, *i.e.*, within the applicable time limit.
136. The Sole Arbitrator also notes that the Appellant has complied with the other procedural requirements set out in Article R48 *et seq.* of the CAS Code.
137. The admissibility of the appeal has not been contested by the Parties.
138. It follows that the appeal is admissible.

**C. APPLICABLE LAW**

139. Pursuant to Article R58 of the CAS Code, the Sole Arbitrator 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.
140. The Sole Arbitrator further notes that, pursuant to Article 49 para. 2 of the FIFA Statutes, CAS shall primarily apply FIFA regulations and, additionally, Swiss law.
141. The Sole Arbitrator notes that the Appealed Decision was rendered by the DRC and that, accordingly, the applicable regulations in the present matter are primarily the RSTP.
142. The Sole Arbitrator further notes that, in accordance with constant CAS jurisprudence, the applicable edition of the RSTP is the one in force at the time the claim was lodged before FIFA.
143. In the present case, the claim was lodged before FIFA on 17 December 2024. Accordingly, the applicable edition of the RSTP is the one in force at that date.
144. The Sole Arbitrator further notes that the FIFA Statutes, in their May 2024 edition, are also applicable insofar as they govern the competence of FIFA's decision-making bodies and the right to appeal to CAS.

145. Finally, and to the extent necessary, Swiss law shall apply subsidiarily.

#### **D. SCOPE OF REVIEW**

146. Pursuant to Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law and to examine the case *de novo*.

147. The Sole Arbitrator may therefore issue a new decision which replaces the decision challenged or may annul the decision and refer the case back to the previous instance.

148. The Sole Arbitrator notes, however, that the present dispute concerns primarily the question of whether the DRC had jurisdiction to hear the claim.

### **VI. MERITS**

#### **A. THE MAIN ISSUE**

149. The Sole Arbitrator observes that the present dispute does not concern the merits of the underlying employment-related claim, but rather the preliminary question of whether the DRC had jurisdiction to hear the matter.

150. Accordingly, the central issue to be determined is whether the dispute between the Appellant and the First Respondent had an international dimension within the meaning of Article 22 of the RSTP.

151. In this respect, the Sole Arbitrator notes that it is not disputed that, if no international dimension exists, FIFA lacks jurisdiction.

#### **B. LEGAL FRAMEWORK**

152. Pursuant to Article 22 lit. b) of the RSTP, FIFA is competent to hear employment-related disputes between a player and a club only where such dispute has an international dimension.

153. While the RSTP does not define this concept exhaustively, CAS jurisprudence has consistently held that the existence of an international dimension must be assessed on the basis of objective criteria, including the respective nationalities of the player and the club at the relevant time.

154. In this regard, CAS has clarified that the relevant moment for assessing the international dimension is the time at which the dispute arises, *i.e.*, the moment of the event giving rise to the dispute (CAS 2020/A/6791).

155. CAS jurisprudence further makes clear that, for the purposes of this assessment, the analysis must focus on the player's effective sporting situation, rather than solely on his formal or civil nationality.
156. In particular, CAS has emphasized that the nationality under which a player is registered and competes within the relevant association constitutes a central element in determining whether an international dimension exists. In this respect, the Panel in CAS 2020/A/6933 held that the "sportive nationality" of a player is linked to "the concrete situation of the registration of a player" and that it is decisive to determine "under which nationality he registers with the club".
157. This approach is consistent with earlier CAS jurisprudence. In CAS 2010/A/1996, the Panel held that the mere existence of dual nationality is insufficient to establish an international dimension, noting that "the dual nationality of a player is clearly inadequate" to justify FIFA's jurisdiction.
158. Similarly, CAS Panels have emphasized that where both the player and the club share the same relevant nationality, the dispute is of a purely domestic nature and falls outside FIFA's jurisdiction (CAS 2016/A/4441).
159. CAS jurisprudence further indicates that the assessment of the international dimension must be based on objective elements and cannot be influenced by unilateral or opportunistic assertions of nationality by one of the parties. In this respect, CAS Panels have rejected attempts by players to rely on alternative nationalities in order to artificially create FIFA jurisdiction (CAS 2020/A/6791).
160. These principles are also reflected in FIFA decision-making practice, in which the nationality under which the player is registered, as confirmed by the relevant association and registration records, constitutes a key element in the assessment of the existence of an international dimension.

## **C. APPLICATION TO THE PRESENT CASE**

### **C.1 THE APPELLANT'S NATIONALITY**

161. The Appellant submits that the present dispute has an international dimension on the basis that he holds Brazilian nationality and that the contractual relationship between the Parties should be assessed by reference to his status as a Brazilian player.
162. In particular, the Appellant argues that the contract he considers to be binding identifies him as a Brazilian player and that such contractual designation should prevail for the purposes of determining FIFA's jurisdiction.
163. The Sole Arbitrator will address the Appellant's arguments concerning the contractual documentation in detail below. At this stage, however, the Sole Arbitrator notes that, in light of CAS jurisprudence, the mere existence of a second nationality is not sufficient, in itself, to establish an international dimension (CAS 2010/A/1996).

## **C.2 THE APPELLANT'S REGISTRATION**

164. In this respect, the Sole Arbitrator attaches particular importance to the Appellant's registration with the First Respondent and the relevant national association.
165. The evidence on file indicates that the Appellant was registered as a Bolivian player and occupied a national player quota within the First Respondent.
166. The Sole Arbitrator considers this element to be of decisive importance in the assessment of whether the present dispute has an international dimension.
167. As reflected in CAS jurisprudence, the nationality under which a player is registered and competes constitutes a key element in determining the player's relevant nationality for the purposes of Article 22 of the RSTP. In this respect, the Panel in CAS 2020/A/6933 held that the "sportive nationality" of a player is linked to "the concrete situation of the registration of a player".
168. Consequently, the fact that the Appellant was registered and competed as a Bolivian player constitutes a decisive objective element which must prevail over any alternative nationality invoked in the present proceedings.

## **C.3 THE CONTRACTUAL DOCUMENTATION**

169. The Appellant further relies on certain contractual documents, arguing that the contractual designation of his nationality should prevail over his federative registration for the purposes of determining the existence of an international dimension.
170. The Sole Arbitrator is not persuaded by this argument.
171. First, as set out above, CAS jurisprudence establishes that the assessment of the international dimension must be based on objective and verifiable elements, in particular the player's registration and effective sporting situation, and not on contractual characterizations of nationality.
172. In this respect, the Sole Arbitrator observes that contractual references to nationality do not, in and of themselves, determine a player's nationality for football purposes, particularly where the player's registration reflects a different sporting status that is more relevant for regulatory purposes.
173. Second, the Sole Arbitrator notes that the contractual documentation on record does not support the Appellant's position. On the contrary, both the Registered Contract and the Private Contract contain references to the Appellant's Bolivian status, including identification by reference to Bolivian documentation and/or his qualification as a naturalized Bolivian player.
174. These elements are consistent with the Appellant's registration as a Bolivian player and further corroborate his effective sporting nationality at the relevant time.

175. Third, even assuming *arguendo* that the Appellant relies on a contractual designation referring to another nationality, such designation cannot prevail over the objective and legally relevant fact that the Appellant was registered and competed as a Bolivian player.
176. To hold otherwise would allow parties to influence FIFA's jurisdiction through contractual drafting, thereby undermining the uniform application of the RSTP and the consistency of the regulatory framework.
177. Fourth, the Sole Arbitrator notes that the Appellant has also sought to rely on a so-called "pre-contract", which was submitted at a late stage of the proceedings and appears to have been signed only by the Appellant.
178. The Sole Arbitrator considers that such document has no probative value for the purposes of determining the international dimension, both in light of its unilateral nature and its late submission, and, in any event, cannot prevail over the Appellant's registration and effective sporting situation.
179. Accordingly, the Sole Arbitrator concludes that the contractual documentation relied upon by the Appellant is neither determinative nor capable of displacing the decisive evidentiary weight of the Appellant's registration and, on the contrary, reinforces the conclusion that the Appellant was to be treated, for football purposes, as a Bolivian player.

#### **C.4 THE APPELLANT'S ARGUMENTS REGARDING LACK OF KNOWLEDGE**

180. The Appellant further submits that his registration as a Bolivian player was carried out without his full knowledge or informed consent.
181. The Sole Arbitrator is not persuaded by this submission.
182. First, the Appellant bears the burden of proving the facts on which he relies (CAS 2016/A/4441), and has failed to provide convincing evidence in support of this allegation.
183. In the present case, the Appellant has not provided sufficient evidence to demonstrate that his registration was carried out without his knowledge or against his will.
184. In addition, the Sole Arbitrator notes that the Appellant was registered as a Bolivian player and occupied a national player quota within the First Respondent, a circumstance which is consistent with the Appellant being aware of his status for football purposes.
185. In any event, and irrespective of the Appellant's subjective understanding, the Sole Arbitrator considers that the assessment of the international dimension must be based on objective criteria, including the player's registration and effective sporting situation.
186. As emphasized in CAS jurisprudence, the determination of jurisdiction cannot depend on unilateral assertions or *ex post facto* claims by one of the parties (CAS 2020/A/6791).

187. Accordingly, even if the Appellant were unaware of certain aspects of his registration, such circumstance would not alter the objective legal assessment of the case.

## **C.5 CONCLUSION**

188. In light of the foregoing, the Sole Arbitrator finds that, at the time the dispute arose, the Appellant was registered and competed as a Bolivian player.

189. In accordance with the principles established in CAS jurisprudence, the nationality under which a player is registered and competes constitutes a decisive element for the purposes of determining whether a dispute has an international dimension.

190. The Sole Arbitrator further notes that this conclusion is supported not only by the Appellant's federative registration, but also by the contractual documentation on record, which contains references to the Appellant's Bolivian status, as well as by the absence of any convincing evidence capable of establishing that such status did not reflect his effective sporting situation.

191. In these circumstances, the Sole Arbitrator considers that the Appellant's reliance on an alternative nationality cannot prevail over the objective and verifiable elements of the case, nor can it serve to artificially create an international dimension where none exists.

192. Given that the First Respondent is affiliated to the FBF, and that the Appellant was registered and competed as a Bolivian player at the relevant time, the dispute must be regarded as a purely domestic dispute.

193. Accordingly, the Sole Arbitrator concludes that the present dispute does not have an international dimension within the meaning of Article 22 of the RSTP.

194. It follows that FIFA lacked jurisdiction to hear the matter.

195. Consequently, the Appeal is dismissed, and the Appealed Decision is confirmed.

## **VII. COSTS**

(...)

\* \* \* \* \*

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The appeal filed by Jefferson Tavares da Silva on 6 June 2025 against the decision rendered by the FIFA Dispute Resolution Chamber on 3 April 2025 is dismissed.
2. The decision rendered by the FIFA Dispute Resolution Chamber on 3 April 2025 is confirmed.
3. (...).
4. (...).
5. All other or further prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland  
Date: 11 May 2026

**THE COURT OF ARBITRATION FOR SPORT**

Marco Leal  
Sole Arbitrator