



TAS / CAS

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

CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Prof. Dr. Martin Schimke, Attorney-at-Law in Dusseldorf, Germany

in the arbitration between

C.F. Rayo Majadahonda S.A.D., Spain

Represented by: Mr Luca Tettamanti and Mr Tomás Pereda, Attorneys-at-Law, Elite Law SA, Switzerland

- Appellant -

and

MEE DSSC DRC Dnipro, Dnipro, Ukraine

- First Respondent -

DIUSC Inter Dnipro, Dnipro, Ukraine

- Second Respondent -

DIUSSH Novomoskovsk, Novomoskovsk, Ukraine

- Third Respondent -

Fédération Internationale de Football Association, Switzerland

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

- Fourth Respondent -

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I. PARTIES

1. C.F. Rayo Majadahonda S.A.D. (the “Appellant”) is a Spanish football club affiliated with the Real Federación Española de Fútbol (“RFEF”).
2. MEE DSSC DRC Dnipro (“DRC Dnipro”) is a Ukrainian football club affiliated with the Ukrainian Association of Football (“UAF”).
3. DIUSC Inter Dnipro (“Inter Dnipro”) is a Ukrainian football club affiliated with the UAF.
4. DIUSSH Novomoskovsk (“Novomoskovsk”) is a Ukrainian football club affiliated with the UAF.
5. The Fédération Internationale de Football Association (“FIFA”) is the international governing body of football. FIFA is an association under Articles 60 *et seq.* of the Swiss Civil Code (“SCC”) with its headquarters in Zurich, Switzerland.

II. INTRODUCTION

6. These proceedings concern a dispute over the compensation payable with respect to the transfer of Mr Illia Voloshyn, a football player of Ukrainian nationality (the “Player”).
7. Following an Electronic Players’ Passport (“EPP”) review process and a decision of the FIFA Dispute Resolution Chamber (the “FIFA DRC Decision”), the FIFA General Secretariat issued its Determination on the Player’s EPP (the “EPP Decision”) and a corresponding Allocation Statement (the “Allocation Statement”). The ultimate consequence of the EPP Decision and the Allocation Statement (hereinafter jointly referred to as the “Appealed Decisions”) is that the Appellant was thereby required to pay training compensation to three other previous clubs of the Player, as follows:
 - *DIUSSH Novomoskovsk: EUR 4,958.90;*
 - *DIUSC Inter Dnipro: EUR 15,068.49;*
 - *MEE DSSC DRC Dnipro: EUR 12,876.71.*
8. In the present appeal arbitration proceedings before the Court of Arbitration for Sport (“CAS”), the Appellant is challenging the Appealed Decisions, requesting, *inter alia*, a decision confirming that no training compensation is payable to any of the aforementioned clubs. FIFA requests the Appealed Decisions to be confirmed.

III. FACTUAL BACKGROUND

9. Below is a summary of the main relevant facts and allegations based on the Parties' oral and written submissions on the file and relevant documentation produced in these proceedings. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this award only to the submissions and evidence he considers necessary to explain his reasoning.

A. Background Facts

10. The Player Illia Voloshyn is a Ukrainian national, born on 15 January 2007. During his childhood in Ukraine the Player had, at various times, been registered as an amateur football player with the First, Second and Third Respondents.
11. The Player was living in Ukraine until April 2022 when he left Ukraine (while still a minor) shortly after Russia's invasion of Ukraine and travelled to Novelda, Spain.
12. On 26 July 2022, the Player applied to the relevant Spanish authorities to obtain temporary residence in Spain due to the ongoing war in Ukraine, and his application was approved on the same date.
13. With this temporary residence, the Player was granted access to the rights established by Chapter IV of the Royal Decree 1325/2003, of 24 October 2003 ("Royal Decree"), including *inter alia* the rights of free movement within Spain, residence, reception and a work permit under the terms established by applicable legislation.
14. On 29 September 2022, the Player (who was 15 years old at that time) was registered with the Spanish amateur club Novelda Unió C.F. ("Novelda FC"). The nature and details of his registration with Novelda FC is a matter of dispute between the Appellant and the Fourth Respondent.
15. On 27 January 2023, the Player obtained a temporary residence permit (so called NIE) that authorized him to work in Spain - as he was already 16 years old at that time - with a duration until 4 March 2024, which was subsequently extended until 4 March 2025.
16. On 1 July 2023, the Appellant offered the Player a contract with a duration of three (3) seasons (the "Contract").
17. The Player was 16 years old at that time and it was his first professional contract.

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18. Under clause I. of the Contract, the Player was entitled to the following annual remuneration:
 - a) Season 2023/2024: EUR 4,000 gross, divided in 10 (ten) equal monthly instalments of EUR 400 gross;
 - b) Season 2024/2025: EUR 6,000 gross, divided in 10 (ten) equal monthly instalments of EUR 600 gross, or EUR 8,000 annually if registered with the second team.
 - c) Season 2025/2026: EUR 10,000 gross, divided in 10 (ten) equal monthly instalments of EUR 1,000 gross, or EUR 22,500 gross annually if registered with the first team.
19. The Player was registered for the first time as a professional player with the Appellant on 10 October 2023.
20. On 16 October 2023, FIFA started the procedure for the generation of the Electronic Player Passport of the Player (“EPP”).
21. The Third Respondent uploaded in the FIFA Transfer Matching System (“TMS”) under the “waiver section” a document stating that they “*have no financial claims against football player: ILLIA VOLOSHYN*” and “*do not object to his transfer to another football club.*”

B. Proceedings before the FIFA DRC

22. By virtue of Article 10 (3) of the FIFA Clearing House Regulations (the “FIFA CHR”) (providing that in situations of legal or factual complexity the FIFA DRC will decide on the final EPP), the FIFA General Secretariat referred the matter to the FIFA DRC.
23. On 24 September 2024, and with reference to the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”), a Single Judge of the FIFA DRC issued the FIFA DRC Decision, which provided, *inter alia*, as follows:

“9. Upon review of the player registration information, it was acknowledged that there was no issue pertaining to the career history of the player (cf. point 7 of the Determination on EPP 3121).

10. Nevertheless, the Single Judge acknowledged that C.F. Rayo Majadahonda argued that training compensation is not due to the Ukrainian clubs MEE DSSC DRC Dnipro, DIUSC Inter Dnipro and DIUSSH Novomoskovsk based on Annexe 7 to the FIFA RSTP.

11. *On the other hand, the Single Judge noted that the aforementioned clubs claimed their entitlement to receive training compensation.*

12. *On 9 March 2022, FIFA Circular 1787 announced the publication of the new Annexe 7 of the RSTP containing temporary rules addressing the exceptional situation deriving from the war in Ukraine.*

13. *The said Annexe 7 of the May 2023 edition of the RSTP inter alia considered that:*

I. No training compensation is payable by the new club for any player whose previous registration was in the UAF or FUR and whose contract has been suspended in order to be registered with a new club in accordance with this Annexe (cf. article 7 paragraph 1);

II. No entitlement to training compensation will arise for any club not affiliated to the UAF or FUR who has registered a player following the suspension of the player's contract in accordance with this annexe (cf. article 7 paragraph 2);

III. No training compensation is payable by the new club for a player being registered for the first time as a professional if:

- a) the player is registered with a club not affiliated to the UAF or FUR after having left the territory of Ukraine or Russia subsequently to 7 March 2022 and was allowed to be registered with a new club under the exception provided in article 19 paragraph 2 a) or d) of these regulations;*
- b) the player left the territory of Ukraine or Russia subsequently to 7 March 2022 and now wishes to be registered for the first time as a professional with a club affiliated to the UAF or FUR (cf. article 7 paragraph 3).*

14. *In this regard, the Single Judge observed that the FIFA Explanatory Note on Annexe 7 to the RSTP stipulates that the exceptions in Article 7 paragraph 3 of the RSTP facilitate the possible return of players to clubs affiliated with the UAF or FUR, should they wish to do so.*

15. *According to the registration information contained in the EPP 33121, on 29 September 2022, the player transferred from MEE DSSC DRC Dnipro (Ukraine) to Novelda Unión C.F. (Spain) as an amateur player.*

16. *Furthermore, the player was subsequently registered as a professional for the first time with C.F. Rayo Majadahonda (Spain) on 10 October 2023.*

17. *Evidence on file indicates that the player was always registered as an amateur in Ukraine.*

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18. Furthermore, according to the evidence on file, the RFEF confirmed that the player was registered with Novelda Unión C.F. under the minor exception provided in article 19 paragraph 2 d) of the RSTP.
19. Given the legal and factual context outlined above, the Single Judge identified 7 paragraph 3 a) of Annexe 7 of the RSTP as potentially applicable to this case.
20. This provision suggests that no training compensation is due for a club registering a player as a professional if the player was previously allowed to leave Ukraine under the minor exceptions established in article 19 paragraph 2 a) or d) of the RSTP.
21. In this context, the Single Judge noted that: (i) the player was always registered as an amateur in Ukraine; (ii) he was registered as an amateur with the Spanish club Novelda Unión C.F. under the minor exception outlined in Article 19 paragraph 2 d) of the RSTP; and (iii) he subsequently became a professional with another Spanish club, C.F. Rayo Majadahonda.
22. The Single Judge emphasized that, in this case, the new club, as outlined in article 7 paragraph 3 a) of Annexe 7 of the RSTP Annex 7, should be considered Novelda Unión C.F.
23. The Single Judge clarified that Annexe 7 of the RSTP ceases to apply once the player leaves Ukraine under the minor exception and is registered in Spain with Novelda Unión C.F.
24. In other words, since the player was already registered with Novelda Unión C.F. in Spain and there was no suspended contract tying him to Ukraine, Annexe 7 of the RSTP is no longer applicable. This would be the same for any Ukrainian player properly registered with another club without a suspended contract.
25. Therefore, the Single Judge determined that the conditions outlined in article 7 of Annexe of the RSTP are not met. Consequently, training compensation is due to the Ukrainian clubs MEE DSSC DRC Dnipro, DIUSC Inter Dnipro, and DIUSSH Novomoskovsk for the player's first professional registration with C.F. Rayo Majadahonda.
26. The Single Judge concluded its deliberations by confirming that the above constitutes its decision in the sense of article 10 paragraph 3 and 5 of the FCHR in relation to this EPP, the conclusions of which are reflected in the EPP determination to which this decision is enclosed as Annexe.”
24. On 1 October 2024 based on the FIFA DRC Decision, the FIFA General Secretariat issued the EPP Decision, which provides, inter alia, as follows:

“The FIFA general secretariat hereby determines the registration history of the player from the start of the calendar year of the player's 12th birthday until the

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aforementioned training rewards trigger. This registration history is considered true and accurate for the period in question, in accordance with the information provided by the member associations that participated in the generation and review of the EPP, in accordance with article 10 of the FCHR. The registration history as determined by the FIFA general secretariat is as follows:

Club and member association	Start of registration	End of registration	Status	Nature of registration
C.F. Rayo Majadahonda RFEF, Spain FIFA ID: 145LAWA Status: Affiliated Training category: 3	10/10/2023	Currently registered	Professional	Permanent
Novelda Unión C.F. RFEF, Spain FIFA ID: 145LV6B Status: Affiliated Training category: 4	30/09/2022	30/06/2023	Amateur	Permanent
Novelda Unión C.F. RFEF, Spain FIFA ID: 145LV6B Status: Affiliated Training category: 4	29/09/2022	29/09/2022	Amateur	Permanent
MEE DSSC DRC Dnipro UAF, Ukraine FIFA ID: 14CD1JG Status: Affiliated Training category: 4	18/03/2021	30/06/2022	Amateur	Permanent
DIUSC Inter Dnipro UAF, Ukraine FIFA ID: 144LH8C Status: Affiliated Training category: 4	13/09/2019	16/03/2021	Amateur	Permanent
DIUSSH Novomoskovsk UAF, Ukraine FIFA ID: 14BU50G Status: Affiliated Training category: 4	01/01/2019	30/06/2019	Amateur	Permanent

25. The EPP Decision further provided as follows:

“Conclusion

13. *In consideration of the above and in accordance with the FCHR and annexes 4 and 5 to the RSTP, the FIFA general secretariat has determined the entitlement of clubs to training rewards for the above trigger as follows.*
14. *MEE DSSC DRC Dnipro is entitled to training compensation for having registered the player at some point in time between the start of the calendar year of the player's 12th birthday and the end of the calendar year of the player's 21st birthday.*
15. *DIUSC Inter Dnipro is entitled to training compensation for having registered the player at some point in time between the start of the calendar year of the player's 12th birthday and the end of the calendar year of the player's 21st birthday.*
16. *DIUSSH Novomoskovsk is entitled to training compensation for having registered the player at some point in time between the start of the calendar year of the player's 12th birthday and the end of the calendar year of the player's 21st birthday.*
17. *No other club is entitled to training compensation.*
18. *All of the above determinations and decisions are reflected in the EPP in question and/or will be considered in the generation of any Allocation Statement from this EPP for the calculation and distribution of training rewards in accordance with article 13 of the FCHR.*
19. *Pursuant to article 57 paragraph 1 of the FIFA Statutes and in accordance with article 10 of the FCHR, this decision and the corresponding allocation statements(s) TC-11652 may be jointly appealed before the Court of Arbitration for Sport within 21 days of notification. The final EPP will remain available in TMS.”*
26. On the same date, 1 October 2024, and based on the EPP Decision, the FIFA General Secretariat issued the Allocation Statement, which provided, *inter alia*, as follows:
- “*Conclusion*
8. *The new club C.F. Rayo Majadahonda (RFEF) shall pay training compensation to the training club(s) of the player in the total amount of EUR 32,904.10.*
9. *The following training club(s) shall receive the following payment(s).*
- 9.1. *The training club DIUSSH Novomoskovsk (UAF) shall receive training compensation payments from the new club of the player in the amount of EUR 4,958.90.*
- ”

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9.2. The training club DIUSC Inter Dnipro (UAF) shall receive training compensation payments from the new club of the player in the amount of EUR 15,068.49.

9.3. The training club MEE DSSC DRC Dnipro (UAF) shall receive training compensation payments from the new club of the player in the amount of EUR 12,876.71.

10. The payments defined in this Allocation Statement shall be made through the FIFA Clearing House entity (FCH), in accordance with articles 12, 13 and 14 of the FCHR. The FCH will contact the new club, the relevant training clubs and the relevant member associations to process these payments.

11. According to the relevant provisions of RSTP and FCHR, it is the new club that will be required to pay training rewards due to the training clubs concerned, and the new club may not assign responsibility to pay the amount requested to any other party.

12. Pursuant to article 57 paragraph 1 of the FIFA Statutes and in accordance with article 10 of the FCHR, this decision and its corresponding EPP may be jointly appealed before the Court of Arbitration for Sport within 21 days of notification. The final EPP will remain available in TMS.”

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

27. On 18 October 2024, the Appellant filed a Statement of Appeal with CAS, challenging the Appealed Decisions, in accordance with Articles R47 and R48 of the 2023 edition of the Code of Sports-related Arbitration (the “CAS Code”). In this submission, the Appellant named MEE DSSC DRC Dnipro as First Respondent, DIUSC Inter Dnipro as Second Respondent, DIUSSH Novomoskovsk as Third Respondent and FIFA as Fourth Respondent and requested that the case be submitted to a sole arbitrator.
28. On 23 October 2024, the Appellant requested, in accordance with Article R32 (2) of the CAS Code, an extension of 20 (twenty) days to file the Appeal Brief.
29. On 24 October 2024, FIFA informed the CAS Court Office that it agreed (i) to establish English as the language of the proceedings; (ii) with the appointment of a sole arbitrator, provided that the sole arbitrator be selected from the football list; and (iii) with the 20-day extension requested by the Appellant.
30. On 8 November 2024, the CAS Court Office informed the parties that the Appellant’s request for a 20-day extension to the deadline to file its Appeal Brief, until 21 November 2024, was granted.

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31. On 18 November 2024, the Appellant requested CAS, in accordance with Article R32 (2) of the CAS Code, to grant an additional extension of three (3) working days, until 26 November 2024, to file its Appeal Brief. On the same date, the CAS Court Office confirmed that, failing any objection, this request would be automatically granted.
32. On 26 November 2024, the Appellant filed its Appeal Brief, in accordance with Article R51 of the CAS Code.
33. On 27 November 2024, FIFA requested, in accordance with Article R55 (3) of the CAS Code, that the time limit for the filing of the answer be set aside and fixed after the payment of the advance of the costs by the Appellant. On 2 December 2024, the CAS Court Office granted FIFA's request.
34. On 4 February 2025, the CAS Court Office informed the Parties, that the First, Second and Third Respondents did not file any Answer within the time limit and consequently, Article R55(2) of the Code shall apply. It also informed the Parties, that since the full amount of the advance of costs had been paid by the Appellant, FIFA shall file, within twenty (20) days upon receipt of the letter by email, an Answer.
35. Over the course of the following months, FIFA requested, in accordance with Article R32 (2) CAS Code, several extensions to its deadline to file an Answer as follows:
 - On 7 February 2025 FIFA requested a 20-day extension.
 - On 13 March 2025 FIFA requested a 15-day extension.
 - On 26 March 2025 FIFA requested a 20-day extension.
 - On 15 April 2025 FIFA requested a 20-day extension.
 - On 8 May 2025 FIFA requested a 20-day extension.
 - On 30 May 2025 FIFA requested a 20-day extension.
 - On 20 June 2025 FIFA requested an extension until 31 July 2025.
 - On 29 July 2025 FIFA requested an extension until 15 August 2025.
 - On 12 August 2025 FIFA requested an extension until 5 September 2025.
 - On 4 September 2025 FIFA requested an extension until 25 September 2025.

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- On 24 September 2025 FIFA requested an extension until 6 October 2025.
36. Each of these requests were consented to by the Appellant and granted by CAS.
 37. On 2 October 2025, FIFA filed its Answer in accordance with Article R55 of the CAS Code.
 38. On 6 October 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code, and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the arbitral tribunal appointed to hear the appeal was constituted as follows:

Sole Arbitrator: Prof. Dr Martin Schimke, Attorney-at-law in Dusseldorf, Germany
 39. On the same date, 6 October 2025, the CAS Court Office invited the Parties to express their position regarding their preference for a hearing to be held or for the Sole Arbitrator to issue an Award based solely on the Parties' written submissions. Furthermore, the Parties were invited to inform the CAS Court Office whether they requested a case management conference to be held.
 40. On 10 October 2025, both the Appellant and FIFA indicated their respective views that the dispute could be resolved based on the basis of the Parties' written submissions alone, without a hearing and without a case management conference.
 41. On 23 October 2025, the CAS Court Office informed the Parties that, pursuant to Article R57 of the CAS Code, the Sole Arbitrator deemed himself to be sufficiently well informed to decide the case based solely on the basis of the Parties' written submissions, without the need to hold a hearing. Furthermore, the Parties were informed that, in accordance with Article R59 of the CAS Code, the evidentiary proceedings were now closed.
 42. On 30 October 2025, both the Appellant and FIFA returned duly signed copies of the Order of Procedure. By signing the Order of Procedure, the Parties, *inter alia*, confirmed that the Sole Arbitrator could decide this matter based on the Parties' written submissions and that their right to be heard had been respected. The First, Second and Third Respondents did not return signed copies of the Order of Procedure, despite an extension of the deadline for them to do so.
 43. On 12 November 2025, the Appellant requested FIFA to confirm the "existence and registration" of the First, Second and Third Respondents, considering their lack of engagement in the present proceedings.

44. On 1 December 2025, FIFA confirmed the existence and registration of the First, Second and Third Respondents, and stated that, according to the information in TMS, all three clubs appear as “Active”, meaning that they exist and are affiliated with the UAF.

V. SUBMISSIONS OF THE PARTIES AND REQUEST FOR RELIEF

45. The Sole Arbitrator confirms that he carefully heard and considered in his decision all 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.

A. The Appellant

46. The Appellant’s submissions, in essence, may be summarised as follows:

The Appellant was not properly registered with FC Novelda pursuant to the FIFA RSTP procedure

- The Appellant was the first club where the Player was registered as a professional according to the FIFA RSTP procedure, and is therefore the “new club” for the purposes of Article 7.3, Annexe 7 FIFA RSTP
- The Appellant, rather than Novelda FC, is the “new club” for the purposes of Article 7.3, Annexe 7 of the FIFA RSTP, meaning that no training compensation is payable by the Appellant for the Player.
- The Player was first registered as an amateur in Ukraine, then he was registered as an amateur with the Spanish club Novelda FC under the minor exception outlined in Article 19 paragraph 2 d) of the RSTP:

“2. (...) d) (...) ii. (...) If the minor has been formally recognised as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18. If the minor has been formally recognised as asylum seeker or has been recognised by the competent state authorities as vulnerable in accordance with article 19 paragraph d) above, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer, but are not permitted to register with a professional club until they turn 18. (...)”

- Novelda FC is a purely amateur club with no link to any professional club. Its senior team is currently playing in a regional amateur category in Spain - Liga Primera FFCV - being the seventh level of Spanish football.

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- Novelda FC only registered the Player as an amateur, without passing through the regulatory path of FIFA but merely using the Spanish Royal Decree. In other words, as the Player was a refugee in Spain, he was granted the right to be registered with the amateur club Novelda FC to play among friends.
- It is at any rate confirmed by the evidence filed that Novelda FC never undertook the procedural steps to register the Player with the procedure according to Article 19 FIFA RSTP via a Minor Application by the FIFA TMS. That is why neither Novelda FC, nor RFEF at that time, has ever received the Player's International Transfer Certificate ("ITC").
- This is why the Appellant, in order to register the Player, followed the rules of Article 19 FIFA RSTP, and filed a Minor Application according to Article 19.2 (d) FIFA RSTP, and in so doing became the first club where the Player was registered according to the FIFA RSTP procedure (as a professional). The Appellant is therefore the "new club" for the purposes of Article 7.3, Annexe 7 FIFA RSTP and thus is not required to pay any training compensation for the Player.
- When the Appellant registered the Player as a "*first registration*" and not as a "*subsequent transfer*", it relied upon the assurances given by RFEF, after the latter had consulted FIFA and thus understood that no training compensation was due to previous clubs in accordance with Article 7.3, Annexe 7 of the FIFA RSTP.
- The Single Judge of FIFA DRC made an evident mistake in the FIFA DRC Decision when he deemed that Novelda FC was the "new club" for which the Player had been registered for after having left Ukraine.
- Under Swiss law, the principle of legitimate trust in authorities derives from article 9 of Swiss Constitution whereby "*everyone has the right to be treated by the organs of the state without arbitrariness and in accordance with the rules of good faith*". More particularly, the Swiss Federal Tribunal ruled that "*The principle of good faith, which is directly derived from Art. 9 of the Constitution and applies to all state activity, protects the citizen's legitimate trust in the assurances received from the authorities, when he has regulated his conduct on the basis of decisions, statements or specific conduct of the administration*" ("ATF 141 V 530"; "ATF 131 II 627", §6.1).
- Various CAS Panels used this principle to apply it to the member – sport association relationship by using the *venire contra factum proprium* principle and the duty to behave in good faith, for example CAS 2010/A/2056 and CAS 2014/A/3785.
- In CAS 2020/A/7353-7354, where a minor player was not registered via the FIFA/RFEF's regulatory path by a Spanish club, FIFA opposed itself to recognise

such a prior registration (like the one of Novelda FC in this case) acceptable and binding for regulatory consequences. The previous registration of the Player for Novelda FC is therefore completely irrelevant and inoperative (if not a “circumvention” of the FIFA rules) and shall not be recognised because it was made by a civil instrument and not via the competent FIFA procedure and bodies.

- Therefore, as the Appellant is the “new club” the Player was registered for in accordance with Article 19 FIFA RSTP and Article 7.3, Annexe 7 FIFA RSTP, the Appellant must not pay training compensation and the Appealed Decisions must be annulled and set aside.

The application of Article 7.3, Annexe 7 FIFA RSTP

- Even if Novelda FC was the club where the Player first registered after having left Ukraine, the Appellant can still be the “new club” registering him as professional for the purposes of Article 7.3, Annexe 7 FIFA RSTP and is thus not obliged to pay any training compensation.
- The rule at the centre of this dispute, Article 7.3, Annexe 7 FIFA RSTP reads as follows, in its applicable version:

“7. Training Compensation

(...)

3. No training compensation is payable by the new club for a player being registered for the first time as a professional if:

- a) the player is registered with a club not affiliated to the UAF or FUR after having left the territory of Ukraine or Russia subsequently to 7 March 2022 and was allowed to be registered with a new club under the exception provided in article 19 paragraph 2 a) or d) of these regulations;
 - b) the player left the territory of Ukraine or Russia subsequently to 7 March 2022 and now wishes to be registered for the first time as a professional with a club affiliated to the UAF or FUR.”
- By carefully reading the provision it appears that, even if Novelda FC is deemed to be the club which actually first registered the Player outside Ukraine, the Appellant can still be deemed the “new club” signing him as a professional but not bound to pay training compensation applying either (a) a literal interpretation of the rule and/or (b) a systematic, teleological and historical interpretation of the same rule.

(a) the literal interpretation of Article 7.3, Annexe 7 FIFA RSTP

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- As per the jurisprudence of CAS, the interpretation of the statutes and rules of a sports association shall be objective and always start with the wording of the rules (literal interpretation), since there is no reason to depart from the plain text, unless there are objective reasons to think that it does not reflect the core meaning of the provision under review (CAS 2009/A/1810 & 1811, CAS 2021/A/8054, CAS 2022/A/8915). In this matter, the wording of the rule is clear and consistent.
- When reading Article 7.3, Annexe 7 FIFA RSTP, it can be easily observed that the provision refers on the one hand to “the new club” as the club signing the first professional contract. It then opens a double condition to be respected for this new club not to pay training compensation: (i) the player was registered with “a club” after having left Ukraine; and (ii) “the new club” registered him using the exception of Article 19.2(a) or (d) FIFA RSTP.
- In other words, it can be logically and objectively assumed that: (i) if the Player was registered with “a club” not affiliated to UAF after leaving the territory of Ukraine after 7 March 2022 (Novelda FC *in casu*) and then, (ii) he registers with a “new club” for the first time as professional under the exception in Article 19 (2) (d) FIFA RSTP (the Appellant *in casu*), such “new club” does not need to pay training compensation.
- The fact that this provision differentiates between two types of clubs (which can be the same but also differ) is also corroborated by the FIFA Explanatory Note to Article 7.3, Annexe 7 FIFA RSTP.
- FIFA, as an experienced legislative body, if it would have actually intended to apply the exception to payment of training compensation under Article 7.3 (a), Annexe 7 FIFA RSTP only to the first club with whom the Player was registered after leaving Ukraine after March 2022 (regardless as amateur or professional), would and could have easily specified so. However, FIFA did not and this cannot be presumed from the wording of the rule.
- The use of generic expressions (if any) must be interpreted narrowly and *contra preferentum* in the sense that the doubts which may arise from the reading of such wording must run contrary to FIFA’s position (CAS 2014/A/3544).
- In this sense, when the Single Judge determined at paras. 22-23 of the FIFA DRC Decision that, from his point of view: (i) Novelda FC had to be considered the “*new club*” as per this exception and; that (ii) Annexe 7 “*ceases to apply once the player leaves Ukraine under the minor exception and is registered in Spain with Novelda Unión C.F.*”, he did not explain or gave a legal reasoning on how he reached these conclusions against the literal meaning of the provision.

- Even assuming that the “new club” and “the club” appearing in the provision are the same club, this same club can only be the “new club” which signed the first professional contract with the player.
- First, because this is only an exception for professional clubs such as the Appellant, and would not apply to amateur clubs that cannot be asked to pay training compensation. Secondly, because the new club is cited twice and – most importantly – in the sentence which introduces the two subcategories (the club the Player joined after leaving Ukraine and the club which used the exception of Article 19.2 (d) FIFA RSTP).

(b) the systematic, teleological and historical interpretation of Article 7.3, Annexe 7 FIFA RSTP

- On a subsidiary basis, in case the CAS eventually considers that the meaning of Article 7.3 (a), Annexe 7 FIFA RSTP is not clear and that it can be subject to a different interpretation to the literal one exposed above, *quod non*, it is specified that when the matter relates to the interpretation of the rules of a sports association and text is unclear, the true scope of the provision will need to be narrowed by taking into account pertinent factors: (i) its relationship with other legal provisions and its context (systematic interpretation); (ii) the goal pursued, especially the protected interest (teleological interpretation); and (iii) the intent of the legislator as it is reflected, among others, from the drafting history of the piece of legislation in question (historical interpretation) (CAS 2009/A/1810 & 1811, CAS 2022/A/8915).
- In this matter the systematic interpretation derives from the whole analysis of Annexe 7 FIFA RSTP in which the provision is inserted: this Annexe was set up to face with an urgent and problematic situation and was visibly drafted to grant Ukrainian (and Russian) players freedom of movement to flee from war zones. Therefore, Article 7.3 must be approached as a provision not limiting the chance of a minor player to sign outside Ukraine his first professional contract but rather the contrary.
- As to the teleological interpretation, emphasis needs to be added to the concept of protection of minors and its purpose of safeguarding players’ rights. Specifically, Article 19 FIFA RSTP (protection of minors), on the one hand, as per its paragraph 2 (b) aims at protecting minors’ basic rights (guarantee that they receive proper academic education, living standards, or football education), while subsequent provisions, such as Article 19.2 (d), focus on ensuring that their fundamental rights are well protected in case of humanitarian reasons. The intention of FIFA with such rules is to make it easier for minors who had to emigrate from their countries without their parents (the Player *in casu*) due to unfortunate and dangerous events (e.g. wars, epidemics etc.) and had to establish themselves in third countries to

protect their safety and own lives, to be able to play football to use it as distraction and as a tool to integrate faster and more deeply into a new environment.

- With this in mind, reading Article 7.3 (a), Annexe 7 FIFA RSTP following the Appellant's view, its application would facilitate the first registration as professionals to those minors like the Player who (i) had to leave Ukraine after March 2022, and (ii) fall under the exceptions of Article 19.2 (d) FIFA RSTP, meaning that they cannot (or should not) return to their countries of origin due to the situations in such countries and that FIFA recognized to be subject to humanitarian reasons. Otherwise, if the new clubs where these minors sign their first professional contract would have to pay training compensation, as the Single Judge wrongly stated in the FIFA DRC Decision, their chances to sign their first professional contract abroad would be significantly reduced or even be null, due to the high burden that would be imposed on those new clubs as a result of the payment of these training compensations (for a minor).
- Asking the Appellant to pay training compensation under these premises is not only legally flawed but also against the entire spirit of the rules. The Appellant would have never, or at least very unlikely, signed a first professional contract with the Player if it knew that it would have to pay an amount of circa EUR 33,000 net as training compensation, for a Player who was 16 years old at that time, had only played amateur football with schools in Ukraine and one (1) season as amateur – not properly registered at RFEF level - with the U-16 team of Novelda FC, whose senior team plays in the seventh category of Spanish football.
- Finally, as to the historical interpretation of the provision, it must be recalled that the new exceptions to the duty to pay training compensation were specifically added in the version at stake issued in 2023 when the first version of Annexe 7 did not include the provision of Article 7.3. This is a further clear indication of the FIFA's will to ease the departure of (minor) players from Ukraine and their chance to sign professional contracts abroad, erasing the duty for those clubs giving these players a chance to pay training compensation.

The Third Respondent waived its training compensation for the Player

- Although the wording of this waiver does not expressly mention that it waives training compensation, the fact that the Third Respondent uploaded this document - which was actually not needed for the constitution of the EPP – under the section “*waivers*”, evidently shows the intention of this party to renounce its possible entitlement to any compensation.
- The fact that the same club in the document points out that “*we have no financial claims against football player*” for a minor amateur, and thus not for a player who

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terminated a professional contract at the time, shows that the intention of the waiver was to waive the only financial entitlement of the club in the form of training compensation.

- Consequently, in case the Sole Arbitrator deems that the Appellant should pay any training compensation, *quod non*, the Appellant requests that the duty to pay the Third Respondent according to the Appealed Decisions is annulled.

47. On this basis, the Appellant submits the following prayers for relief in its Appeal Brief:

- ”i. The appeal filed by C.F Rayo Majadahonda S.A.D is upheld;*
- ii. The Challenged Decisions are annulled and/or set aside;*

On a principal basis,

iii. The Challenged Decisions are replaced in full by a ruling from the CAS stating that C.F. Rayo Majadahonda S.A.D. does not have to pay any training compensation to the First, Second and Third Respondents for the player Illia Voloshyn;

iv. FIFA is obliged to modify the Electronic Player Passport 33121 of the player Illia Voloshyn, if necessary, and/or to issue a new corresponding Allocation Statement reflecting the point iii. above.

On a subsidiary basis,

v. The Challenged Decisions are replaced in part by a ruling from the CAS stating that C.F. Rayo Majadahonda S.A.D. does not have to pay any training compensation to the Third Respondent (DIUSSH Novomoskovsk) for the player Illia Voloshyn;

vi. FIFA is obliged to modify the Electronic Player Passport 33121 of the player Illia Voloshyn, if necessary, and/or to issue a new corresponding Allocation Statement reflecting the point v. above.

In any case,

vii. FIFA and MEE DSSC DRC Dnipro, DIUSC Inter Dnipro and DIUSSH Novomoskovsk shall jointly or autonomously bear all the procedural costs of this arbitration procedure;

viii. FIFA and MEE DSSC DRC Dnipro, DIUSC Inter Dnipro and DIUSSH Novomoskovsk shall jointly compensate C.F. Rayo Majadahonda S.A.D. for all the legal fees and other costs incurred in connection with this arbitration in an amount to be determined at the discretion of the Panel or Sole Arbitrator.”

B. The Fourth Respondent

48. FIFA's submissions, in essence, may be summarised as follows:

The Player was registered with the RFEF when he played with Novelda FC

- Novelda FC, the RFEF (Royal Spanish Football Federation), DRC Dnipro and the UAF completed the transfer of the Player using FIFA's regulatory framework, the TMS system, and the ITC was issued on 27 September 2022.
- The Player was registered by the RFEF upon his transfer to Novelda FC as an amateur according to Article 19 RSTP using the applicable Limited Minor Exemption ("LME") and therefore Novelda, the RFEF, DRC Dnipro, and the UAF completed the transfer of the Player using FIFA's regulatory framework, the TMS system, and the relevant ITC was indeed issued on 27 September 2022.
- The FIFA Players' Status Chamber ("FIFA PSC")'s authorisation for a transfer or first registration of a minor in another country can be relieved if the association has a valid LME with FIFA. This was the case here.
- In light of the above, the following assertions of the Appellant are incorrect, as it is simply untrue that the Player (as argued by the Appellant):
 - was registered with Novelda "*merely using the Spanish Royal Decree*"; or that;
 - "Novelda FC never undertook the procedural steps to register the Player with the procedure according to Article 19 FIFA RSTP via an LME by the FIFA TMS"; or that
 - "the RFEF at that time, has never received the Player's ITC contrary to Rayo when the Appellant registered the Player".
- The FIFA DRC rightly concluded that "*(i) the player was always registered as an amateur in Ukraine; (ii) he was registered as an amateur with the Spanish club Novelda Unión C.F. under the minor exception outlined in Article 19 paragraph 2 d) of the RSTP; and (iii) he subsequently became a professional with another Spanish club, C.F. Rayo Majadahonda.*"

The interpretation of Article 7.3 Annexe FIFA RSTP

(a) the literal interpretation of Article 7.3, Annexe 7 FIFA RSTP

- Article 7.3 of Annexe 7 RSTP establishes an allowance where no training compensation is due under specific circumstances related to the conflict between Ukraine and Russia if all the following cumulative conditions are met:
 - o the player is being registered as a professional for the first time;
 - o the player has just left the territory of Ukraine or Russia (the phrase “after having left” implies a direct and immediate temporal link between the player’s departure from Ukraine or Russia and his first professional registration with a club outside those countries);
 - o the player is joining a club that is not affiliated with either the UAF or FUR; and,
 - o the registration is being carried out in accordance with Article 19 (2) (a) or (d) FIFA RSTP.

- The Player was transferred to Novelda FC in September 2022 under amateur status, not as a professional. This initial transfer did not trigger any training rewards at that time, as the condition to register him “for the first time as a professional” was not met. By the time of this professional registration with the Appellant, the Player had already been residing in Spain and had been registered with a Spanish club for a full year. Therefore, the Player’s professional registration did not coincide with his departure from Ukraine. As such, the specific conditions set forth in Article 7.3 (a) Annexe 7 of the RSTP were not fulfilled – specifically the condition regarding his immediate departure from Ukraine – and the obligation to pay training compensation was accordingly triggered.

- In other words, Novelda FC - as the Player’s “new club” - could have qualified for the exemption; however, since it did not register the Player as a professional, no training compensation (to be waived) was triggered. Once the Player arrived in Spain, the potential exemption ceased to be applicable. Therefore, the Appellant’s attempt to apply this provision one year after the Player’s departure from Ukraine is unfounded, as the Player “*had not left*” Ukraine as required by the provision.

(b) the systematic, teleological and historical interpretation of Article 7.3, Annexe 7 FIFA RSTP

- The Appellant’s interpretation of Article 7.3 FIFA RSTP is far-fetched and difficult to support in view of the historic, teleological and systematic interpretation. In fact, FIFA will prove that the terms “club” and “new club” used in the different legal frameworks, should be interpreted and understood as the same entity, namely, the (first) club that registered the player following his departure from Ukraine.

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- The measures adopted in Annexe 7 of the FIFA RSTP in March 2022 in the context of the war and urgent humanitarian crisis in Ukraine were not intended to be permanent. As expressly stated in FIFA Circular 1787, the temporary amendments of the RSTP would be “*periodically reviewed and removed accordingly*” as circumstances evolve.
- The exceptions of Article 7.3 were intended to ease the possible return players to Ukraine or Russia. If the sole purpose of this provision is to ease the return of players to Ukraine/Russia, the first exception should only apply immediately after the (minor) player departs Ukraine/Russia. If this exception were to remain valid or applicable without any temporary limit and until the player becomes professional, the consequence would contradict the legislator’s intent: the player’s return would be less feasible because foreign clubs would be interested in registering a player as a first-time professional without having the burden of paying training compensation. FIFA’s Explanatory Note June 2024 again establishes that the exceptions of Article 7.3 were intended to ease the possible return players to Ukraine or Russia.
- If the exception were to apply as the Appellant intends (i.e., as a permanent exception that remains valid until a third club registers the player as a professional), the potential return of players to the UAF or FUR would become very difficult. This is because clubs seeking professional players would likely prefer Ukrainian or Russian players over others, as they would benefit from registering them for the first time as professionals without incurring in training compensation.
- Therefore, taking into account the historic, systematic and teleological interpretation, along with common sense and logic, the “*new club*” and the “*club*” referred to in the Article, Interpretative Note, the Commentary and the Explanatory Note are the same entity.
- This interpretation of Article 7.3 (a) aligns with its humanitarian intent to help Ukrainian/Russian players relocate quickly and safely but not to provide indefinite financial exemptions and, at the same time, facilitate the players’ return to Ukraine/Russia if they wish to do so.
- In light of the above, and based upon the historic, systematic and teleological interpretation of Article 7.3 (a), it is clear that the exception of this provision ceased to apply once the Player left Ukraine and was registered with Novelda FC. Considering that the first registration of the Player as a professional was made one year after the Player’s departure from Ukraine, the exception cannot apply in the Appellant’s favour, since the conditions of the relevant article were not met.

Regarding the waiver allegedly signed by Novomoskovsk

- Given the paramount importance of rewarding (often small) clubs which train football players, the Football Tribunal’s jurisprudence requires for a waiver to be valid a clear and unequivocal declaration by the party concerned and an unambiguous language that reflects such party’s intention to renounce its rights.
- For its part and from a general point of view, CAS has underlined the following on the matter of valid waivers of training compensation (see CAS 2021/A/8392, CAS 2023/A/9975-9976).
- In the present matter, the document filed by Novomoskovsk states that “*we have no financial claims against the football player*”. Evidently, this statement does not reflect Novomoskovsk’s waiver to training compensation as it does not refer to “training rewards” or “training compensation”. In fact, it does not even refer to any financial debt against the Appellant. The uploaded document merely affirms that Novomoskovsk does not hold any financial claims against the player himself.
- The waiver allegedly signed by Novomoskovsk does not reflect in a clear or unequivocal manner that Novomoskovsk wanted to renounce its entitlement to training compensation.

49. On this basis, FIFA submits the following prayers for relief in its Answer:

“FIFA respectfully requests the Sole Arbitrator to issue an award:

(a) rejecting the requests for relief sought by the Appellant;

(b) confirming the Appealed Decision;

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

VI. JURISDICTION

50. The jurisdiction of CAS derives from Article 57 (1) FIFA Statutes (May 2022 edition), as it determines 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 R47 of the CAS Code.

51. The jurisdiction of CAS is not contested by the Parties and is further confirmed by the Order of Procedure, duly signed by the Appellant and FIFA.

52. Moreover, Article 10.5 (b) FIFA CHR provides as follows:

“The 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).”

53. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

54. The Appealed Decisions were notified to the Appellant on 1 October 2024 via the FIFA TMS.

55. Pursuant to Article R47 of the CAS Code and Article 57 (1) of the FIFA Statutes, the time limit for lodging an appeal to CAS against the Appealed Decisions is 21 days after receipt of the decision issued by FIFA.

56. The Appellant filed its Statement of Appeal to CAS on 18 October 2024. It follows that the Statement of Appeal was filed in due time.

57. The Appellant has paid the minimum CAS Court Office fee of CHF 1,000.

58. The Statement of Appeal further complies with all the other requirements of Article R48 of the CAS Code and is therefore admissible.

VIII. APPLICABLE LAW

59. In accordance with Article R58 of the Code, the Sole Arbitrator shall decide the dispute according to the applicable regulations and, subsidiarily, the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Sole Arbitrator deems appropriate.

60. Article 56 (2) of the FIFA Statutes provides as follows:

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“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.”

61. Both the Appellant and FIFA submit that the FIFA Statutes and regulations – namely the FIFA RSTP and FIFA CHR - constitute the applicable law to the matter at hand, and that subsidiarily Swiss law shall be applied should the need arise to fill a possible gap in the FIFA regulations.
62. The Sole Arbitrator accepts the primary application of the various regulations of FIFA, in particular the FIFA RSTP and FIFA CHR and, subsidiarily, Swiss law, should the need arise to fill a possible gap in the various regulations of FIFA.

IX. MERITS

63. Based on the submissions of the Parties and all the facts of the case, the Sole Arbitrator identifies three primary issues to be resolved in this case:
 - i. Was the Player registered with Novelda FC for the purposes of the FIFA RSTP?
 - ii. How are the provisions of Article 7.3, Annexe 7 FIFA RSTP to be interpreted and applied in the present case?
 - iii. If relevant, did the Third Respondent waive its entitlement to training compensation for the Player?
 - i. Was the Player registered by the RFEF with Novelda FC for the purposes of the FIFA RSTP?**
64. In accordance with consistent CAS jurisprudence and basic Swiss law principles, the interpretation of the statutes and rules of a sporting association must be objective and always start with the wording of the rule which falls to be interpreted (see, for example CAS 2009/A/1810 & 1811, CAS 2021/A/8054, CAS 2022/A/8915).
65. In respect of the question at hand, formal player registration for the purposes of the FIFA RSTP falls within the exclusive competence of FIFA’s member associations. In accordance with Article 5 (1) FIFA RSTP, *“only electronically registered players with a FIFA ID are eligible for organised football”*. In the case of a transfer between different member associations (as in this case), the new association confirms registration in FIFA’s TMS upon receipt of an ITC.

66. Further, Article 19.1 FIFA RSTP provides a general rule that “*International transfers of players are only permitted if the player is over the age of 18*”. Article 19.2 FIFA RSTP provides a number of specific exceptions to this rule, including that, pursuant to Article 19.2 (d) FIFA RSTP:

“The player is at least temporarily permitted to reside in the country of arrival and/or is recognised by the competent state authorities as vulnerable and requiring state protection by the country of arrival after fleeing their country of origin (or previous country of domicile) for humanitarian reasons, without their parents, due to either of the following:

- i. their life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion; or*
- ii. any other circumstances where their survival is seriously threatened.*

If the minor has been formally recognised as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18. If the minor has been formally recognised as asylum seeker or has been recognised by the competent state authorities as vulnerable in accordance with article 19 paragraph d) above, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer, but are not permitted to register with a professional club until they turn 18.”

67. In addition, Article 19.7 FIFA RSTP provides the possibility for a member association to apply to the Players’ Status Chamber of the FIFA Football Tribunal for a limited minor exemption (“LME”). Article 19.7 FIFA RSTP establishes that:

- “a) An LME, if granted, relieves an association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in paragraph 4.*
- b) In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c).”*

68. Against this regulatory background, the first question for the Sole Arbitrator to address in this case is whether the Player's registration with Novelda FC satisfied the requirements of the FIFA RSTP. The Appellant and the Fourth Respondent disagree on this point.

69. In particular, the Appellant argues that Novelda FC only registered the Player as an amateur, without passing through the regulatory path of FIFA but merely using the

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Spanish Royal Decree, and that Novelda FC never undertook the procedural steps to register the Player according to Article 19 FIFA RSTP (including via an LME) in the FIFA TMS. The Appellant further argues that the RFEF never received the Player's ITC at that time, contrary to when the Appellant subsequently registered the Player and received such a certificate.

70. FIFA, on the other hand, has presented evidence demonstrating that Novelda FC, the RFEF, DRC Dnipro and the UAF completed the transfer of the Player using FIFA's regulatory framework, the TMS system, and that the ITC was issued on 27 September 2022. FIFA submits that the Player was registered by the RFEF upon his transfer to Novelda FC as an amateur according to Article 19 RSTP using the applicable LME under Article 19.7 FIFA RSTP, with reference to Article 19.2 (d) FIFA RSTP.
71. Having reviewed the evidence presented by the Parties, including the documentation relating to the issuance of the ITC and the registration process through the TMS system, the Sole Arbitrator finds that the evidence supports FIFA's position. The documentation demonstrates that the Player was registered by the RFEF as an amateur player with Novelda FC for the purposes of the FIFA RSTP, under the minor exception (LME) pursuant to Article 19.2 (d) FIFA RSTP. The Sole Arbitrator is satisfied that the FIFA PSC granted an LME to the relevant member association (the RFEF) on 22 August 2022, which was valid only for amateur players who wish to be registered solely with purely amateur clubs. While the registration of the Player with Novelda FC was therefore entirely on an amateur (i.e. non-professional) basis, it was carried out in accordance with and within the framework of FIFA's formal regulatory registration procedures, as set out in the FIFA RSTP.
72. The Appellant has referred to CAS 2020/A/7353-7354, a case in which a minor player was not registered via the FIFA/RFEF regulatory path by a Spanish club, and FIFA refused to recognise such a prior registration as acceptable and binding for regulatory consequences. However, the Sole Arbitrator notes that the present case is distinguishable from CAS 2020/A/7353-7354. In the present case, the evidence demonstrates that the Player's registration with Novelda FC was completed through the FIFA TMS system (see, on the registration and ITC process, including electronic registration, FIFA ID and TMS: Articles 5 and 9 RSTP; Annexe 3 RSTP), with the issuance of an ITC, and in accordance with the applicable FIFA regulations. This is fundamentally different from the situation in CAS 2020/A/7353-7354, where the registration was not completed through the FIFA regulatory framework.
73. Accordingly, the Sole Arbitrator concludes that the Player was registered with Novelda FC for the purposes of the FIFA RSTP on 29 September 2022 as an amateur player.
74. However, this finding is not necessarily determinative of the central issue in this case, which concerns the interpretation and application of Article 7.3, Annexe 7 FIFA RSTP.

In other words, the fact that the Player was registered as an amateur with Novelda FC does not automatically preclude the Appellant's arguments regarding the interpretation of Article 7.3, as will be discussed below.

ii. How are the provisions of Article 7.3, Annexe 7 FIFA RSTP to be interpreted and applied in the present case?

75. The Sole Arbitrator now turns to the application of the provisions which are at the heart of this dispute, being FIFA's 'Temporary rules addressing the exceptional situation deriving from the war in Ukraine' (Annexe 7, FIFA RSTP). In particular, Article 7.3, which concerns training compensation, provides as follows:

“3. *No training compensation is payable by the new club for a player being registered for the first time as a professional if:*

- a) *the player is registered with a club not affiliated to the UAF or FUR after having left the territory of Ukraine or Russia subsequently to 7 March 2022 and was allowed to be registered with a new club under the exception provided in article 19 paragraph 2 a) or d) of these regulations;*
- b) *the player left the territory of Ukraine or Russia subsequently to 7 March 2022 and now wishes to be registered for the first time as a professional with a club affiliated to the UAF or FUR.”*

76. As set out in the summary of the parties' submissions above, the Appellant and FIFA advance competing interpretations of this Article, both in respect of its (a) literal interpretation; and (b) systematic, teleological and historical interpretation. It falls to the Sole Arbitrator to resolve these competing interpretations.

77. As far as the relevant principles for the interpretation of rules and regulations of international sports federation are concerned, the Sole Arbitrator takes note of the guidance set down in CAS 2025/A/11604, where the CAS panel provided the following helpful summary of the relevant CAS case law and that of the Swiss Federal Tribunal:

“99. *Under the jurisprudence of the SFT and the CAS, “it is generally admitted that rules and regulations of international sports federations are subject to the methods of interpretation applicable to statutory provisions rather than contracts” (CAS 2024/A/10378, CAS 2020/A/7331, CAS 2022/A/8915, 8918, 8919 & 89120, citing CAS 2020/A/7356; SFT Judgement 4A_314/2017, stating “the Federal Court has interpreted the statutes of major sports associations, such as UEFA, FIFA and the IAAF, in the same way as a statute” (free translation))...*

100. Consequently, any interpretation of the UEL Regulations must follow the principles of regulatory interpretation under Swiss law, which can be summarised as follows:

*“According to Swiss Law, there are four coequal methods of interpretation. They are the grammatical (seeks after the semantic meaning of the word or phrase), the systematical (seeks after the systematic position of an article in the legal texture of the greater whole), the historical (seeks after the original intention of the rule) and the teleological method (seeks after the spirit and purpose of the statute) of interpretation (KRAMER Ernst A., *Juristische Methodenlehre*, p. 57 ff., p. 85 ff.; 116 ff.; BGE 135 III 112 E. 3.3.2). While interpreting a statute, the judge has to seek for an objectively right and satisfying decision, taking account of the normative context and the ratio legis (BGE 135 III 112 E. 3.3.2). Thereby no interpretation method prevails over another. Rather, the judge has to choose those methodical arguments that allow approximating the ratio legis as close as possible (KRAMER Ernst A., *Juristische Methodenlehre*, p. 122)” (CAS 2013/A/3047, see also CAS 2020/A/7331, citing CAS 2013/A/3365-3366; SFT judgement 4A_314/2017, stating that “Any interpretation begins with the letter of the law (literal interpretation), but this is not the decisive factor: it must also convey the true scope of the provision, which also derives from its relationship with other legal provisions and its context (systematic interpretation), the aim pursued, in particular the interest protected (teleological interpretation), and the legislature’s intention as it emerges in particular from the preparatory work (historical interpretation)” (free translation) (CAS 2022/A/8915, 8918, 8919 & 89120, citing CAS 2020/A/7008 & 7009, CAS 2013/A/3365 & 3366)...*

101. At the same time, the Panel notes that, while there is no hierarchy between the four methods of interpretation (i.e., grammatical, systematic, historical and teleological), “[t]here is no reason to depart from the plain text, unless there are objective reasons to think that it does not reflect the core meaning of the provision under review” (CAS 2013/A/3365 & 3366)...

78. In addition, the principle of *contra preferentum*, i.e., that any remaining ambiguity in the wording of a regulation may be resolved against the party who drafted it, has been confirmed consistently by CAS panels (see, for example, CAS 2013/A/3324, CAS 2020/A/7002, CAS 2021/A/7701, CAS 2022/A/9053, CAS 2024/A/10573). However, the Sole Arbitrator emphasises that the application of the frequently invoked *contra preferentum* principle is only required when there is an objective unclarity or ambiguity of the rule, which cannot be solved on the basis of the general interpretation methods mentioned above. I.e., the said principle only applies in case there is a provision/regulation in dispute, the meaning of which cannot be understood on the basis of its (a) literal meaning; and (b) systematic, teleological and historical meaning.

79. In consideration of the Parties' submissions, it appears undisputed that the Player was registered for the first time as a professional with the Appellant (his registrations with all other previous clubs, including Novelda FC, having been on a purely 'amateur' basis). In this context, it is clear that the primary condition of Article 7.3 (that the player in question is being registered for the first time as a professional) is satisfied. The differences in interpretation between the Parties instead concern the conditions set out in Article 7.3 (a) which must be satisfied in order for the Article to apply, and in particular, whether the Appellant constitutes a/the "new club" for the purposes of that Article.
80. In accordance with the FIFA regulations already referenced in this Award, a player can be officially registered with a club as either an 'amateur' or a 'professional.' Logically, therefore, it is possible under the FIFA regulations that a player (as in this case) is first registered as an amateur (with one or more clubs) before subsequently being registered for the first time as a professional. The key question is whether a player who left Ukraine following March 2022, was then registered with a third-party club outside Ukraine purely as an amateur, before subsequently being registered for the first time as a professional with another club outside Ukraine, is covered by the provisions of this Article.

(a) the literal interpretation of Article 7.3, Annexe 7 FIFA RSTP

81. In respect of the literal meaning of the provision, the Sole Arbitrator notes that the definitions section of the FIFA RSTP simply defines "new club" as "the club that the player is joining". Further, the use of the definite article "the" before "club" in the first part of Article 7.3, and the indefinite article "a" before "new club" in the second part (i.e. within the body of the sub provision (a) of Article 7.3), could suggest that the provision contemplates two potentially different clubs. In other words, in the broadest literal reading of the provision, it could be construed that the Appellant constitutes "the new club" (as the club which the Player was joining) and that FC Novelda constitutes "a (separate) new club" as the first club which registered the player outside Ukraine (albeit in a purely amateur context). At least, as argued by the Appellant, there is nothing that explicitly precludes this possibility in the regulation. If FIFA intended to only allow one club to act as the "new club" for the purposes of this Article, then the Sole Arbitrator agrees (in principle) with the Appellant that it was open to FIFA to simply draft the regulation this way and make this clear and unambiguous.
82. However, the Sole Arbitrator does not find that, in the context of a literal meaning, the provisions of the Article are sufficiently clear and obvious so as to resolve the dispute in favour of the Appellant's interpretation on this basis alone. Indeed, the Sole Arbitrator notes that the FIFA Regulations as a whole appear to frequently use both "a new club" and "the new club" interchangeably, with little indication of intentional differentiation. Similarly, if FIFA intended for the possibility advocated by the Appellant (namely that the Article could apply to the first club outside Ukraine to register a player as a

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professional, even after he had previously been registered for one or more clubs outside Ukraine as an amateur), it was equally open to FIFA to make this clear and ambiguous in its wording (for example, by adding words to the effect of “regardless of whether he was previously registered as an amateur with one (or more clubs).” FIFA did not do this and such words do not appear in the Article. Nor does the that the FIFA Explanatory Note on Annexe 7 RSTP of June 2024, cited by the Parties, provide a clear resolution in this respect.

83. What’s more, the Sole Arbitrator notes that Article 7.3(a) relates directly to the provisions of Article 19.2 FIFA RSTP. Article 19.2 (which, as seen above, provides a specific and limited exception to the general rule that international transfers of players are only permitted if the player is over the age of 18), speaks expressly of the bases on which “*the new club*” can first register an international transfer of a minor. In the case of Article 19.2 (which the Appellant asserts as the basis for it having registered the Player *in casu*), the provision alludes to an initial (international) transfer through which a player fleeing their country of origin for humanitarian reasons “*may be registered with a professional club or purely amateur club*” and then of there being “*no restrictions on any subsequent national transfer of the minor prior to their turning 18*”. As such, it is far from clear and unambiguous on a literal reading whether or not FIFA intended the provisions of Article 7.3, Annexe 7 FIFA RSTP to be applicable to multiple clubs, including a club (such as the Appellant *in casu*) which is registering a player for the first time as a professional who had previously made an international transfer from a club in Ukraine to a third party club in the Appellant’s country as an amateur.
84. There also remains some doubt as to what is meant by “*after having left the territory of Ukraine or Russia*”. I.e., whether (as argued by the Appellant) this should be understood to mean the provisions of Article 7.3 apply at any point after the player in question has left Ukraine or Russia; or, as argued by FIFA, whether this implies “*a direct and immediate temporal link between the player’s departure from Ukraine or Russia and his first professional registration with a club outside those countries.*” The Sole Arbitrator notes that words which specifically require such a direct and immediate temporal link are absent from the wording of the provision. However, it is understandable that the inclusion of such words may have presented additional ambiguities from a drafting and practical perspective. For instance, it is recognised that it may take time for a player to find, negotiate and agree terms and be registered with a “new club” in a foreign country after leaving their home territory, especially unaccompanied minors fleeing in the sort of circumstances experienced by the Player and covered by Annexe 7 FIFA RSTP. In this context, the inclusion of words such as “directly” or “immediately” in the wording of this provision would potentially add additional ambiguities as to whether such situations were intended to be covered by the regulations. From a literal reading of the provision, there therefore remains ambiguity as to whether it was intended to apply only to the first club which a player in such circumstances signs for after leaving Ukraine, or whether it was also intended to apply to where a player had signed for one or more clubs on a purely

amateur basis after leaving Ukraine and only then went on to sign for another club on a professional basis.

85. As such, the Sole Arbitrator turns his attention to the systematic, teleological and historical meaning of the disputed Article, and the Parties' lengthy submissions on this point.
86. In this context, the Sole Arbitrator notes that Article 7.3 belongs to the general framework established by Article 20 FIFA RSTP ("Training Compensation"), specifically the principle that *"training compensation shall be paid to a player's training club(s): (1) when a player is registered for the first time as a professional."* It could therefore be argued that because Article 20 FIFA RSTP also links such training compensation mandatorily to registration as a professional, the exception in Annexe 7 can rarely (if ever) affect an amateur club, which generally does not register any professionals and therefore does not trigger/owe compensation. In other words, if registration as an amateur is not covered by Article 20 FIFA RSTP, then no exception needs to be made for it, and Article 7.3(a), Annexe 7 cannot, in principle, apply as an exception for registration as an amateur, but only for registration as a professional. Naturally, this interpretation speaks in favour of the position espoused by the Appellant. However, the scope of application set out in Article 1 of Annexe 7 (and which specifically excludes certain forms of contractual relationship) does not exclude its application to employment contracts for amateur players. Nor is the Sole Arbitrator fully persuaded by this logic alone.

(b) the systematic, teleological and historical interpretation of Article 7.3, Annexe 7 FIFA RSTP

87. Further, both the Appellant and FIFA argue that Article 7.3 (a) must be reviewed in the specific context of why Annexe 7 was drafted and introduced by FIFA in the first place. In this respect, the Sole Arbitrator also refers to the helpful analysis of the CAS Panel in CAS 2013/A/3324:

"However, the rules must be applied according to their spirit not merely according to their letter. In other words, the Panel has to interpret the rules in question in keeping with the perceived intention of the rule maker, and not in a way that frustrates it.

[...]

Further, as a senior English judge, Lord Steyn, once said "in the law, context is everything".

88. Accordingly, at this point, the particular background to FIFA's introduction of the provision (and Annexe 7 RSTP generally) must be emphasised. The Explanatory Note on Annexe 7 to the FIFA RSTP, dated June 2024, provides useful context in this respect. The introduction includes the following:

“As a consequence of the military invasion of Ukraine by Russian armed forces, FIFA decided to urgently address these extraordinary and unforeseen circumstances in March 2022. In the context of this complex and urgent situation, after a consultation process involving the key football stakeholders, the Bureau of the FIFA Council adopted regulatory measures to provide urgent legal certainty and clarity on a number of important regulatory matters. This led to the adoption of Annexe 7 to the Regulations on the Status and Transfer of Players (RSTP) in its original version of March 2022.

[...]

Following these decisions, the ongoing, tragic situation between Ukraine and Russia and the unforeseeable duration of the war have led to a need for further clarification on the application of Annexe 7 to the RSTP, in particular as to its possible application beyond 30 June 2024. There is an ongoing need for legal clarity related to the employment relationships of foreign players and coaches in Ukraine and Russia, which FIFA must address. In light of this, on 15 May 2024, the FIFA Council approved further temporary amendments to Annexe 7 to the RSTP.

Once again, these temporary rules that have been incorporated in the revised Annexe 7 to the RSTP (hereinafter “Annexe 7 (June 2024 edition)”) are a result of extensive discussions with all key football stakeholders. Through intense discussions, FIFA has sought to strike a balance between all the interests at stake. Furthermore, as confirmed by CAS, it is within FIFA’s competence as the world’s governing body of football to issue the rules contained in Annexe 7 as a proportionate, reasonable and necessary regulatory step to address the extremely challenging circumstances caused by Russia’s war against Ukraine.”

89. This document thereby emphasises that the contested provision was introduced in extraordinary and unforeseen circumstances (namely the military invasion of Ukraine by Russian armed forces). They are described as “*temporary rules*”, which have been extended and clarified due to the and the “*unforeseeable duration*” of this conflict. Notably, FIFA emphasises its goal to “*strike a balance between all the interests at stake,*” within the context of its competence to take “*proportionate, reasonable and necessary*” regulatory steps in the context of this crisis situation.
90. FIFA also relies on its earlier circular letter to member associations dated 9 March 2022 (sent shortly after the Russian invasion of Ukraine), first informing members of the adoption of Annexe 7 on 7 March 2022. In respect of the relevant provisions of Annexe 7, this additional guidance stated:

“(f) Improved protection of minors

To best protect minors fleeing the conflict, any minor residing in the territory of Ukraine who wishes to be registered with a new club shall be automatically deemed to fulfil the requirements of the exception provided in article 19 paragraph 2 d) of the RSTP.

(g) Training compensation

The temporary amendments explicitly state that no training compensation will be due on registering any player whose previous registration was in the UAF or FUR and whose contract has been suspended, and no entitlement to training compensation will arise for any club not affiliated to the UAF or FUR which has registered a player following the suspension of the player's contract."

91. Similarly, FIFA argues at paragraph 61 of its Answer that:

"Naturally, these measures aimed to respond to an urgent humanitarian crisis. Through the first measure, FIFA facilitated the safe relocation and integration of minors fleeing the armed conflict. Moreover, by waiving training compensation, FIFA encouraged clubs from other countries to register displaced players (not only minors) without the financial burden that training compensation might entail. The main goal at this point was to ensure that displaced players – especially minors – could be safe and continue their development in a non-violent environment both on and off the pitch."

92. The Appellant, for its part, does not dispute the broad context for the drafting and introduction of Annexe 7, stating at paragraph 97 of its Appeal Brief that:

"In this matter the systematic interpretation derives from the whole analysis of Annexe 7 of FIFA RSTP in which the provision is inserted: this Annexe was set up to face with an urgent and problematic situation and was visibly drafted to grant Ukrainian (and Russian) players freedom of movement to flee from war zones."

93. Where the positions of the Appellant and FIFA principally diverge is in the interpretation of FIFA's drafting intention in this context. In essence, the Appellant argues that Article 7.3 *"must be approached as a provision not limiting the chance of a minor player to sign outside Ukraine his first professional contract but rather the contrary."* The Appellant emphasises the concept of protection of minors and safeguarding of players' rights, arguing that finding that clubs in its position have to pay training compensation would make it less likely that they would sign a minor in the Player's position, thereby reducing the level of protection afforded to such minors, *"contrary to the spirit of the rules"*.
94. Conversely, FIFA emphasises the temporary and limited nature of the regulations in Annexe 7, arguing that a key intention in their drafting was not only to provide opportunities for footballers in Ukraine and Russia affected by the war in Ukraine (including unaccompanied minors) to safely pursue other footballing opportunities

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abroad on a temporary basis, but also to ultimately facilitate the return of such players to clubs affiliated with the national associations in Ukraine and Russia in due course, should they wish to. It argues that, *“if this exception in Article 7.3, Annexe 7 were to remain valid or applicable without any temporary limit and until the player becomes professional, the consequence would contradict the legislator’s intent: the player’s return would be least feasible because foreign clubs would be interested in registering a player as a first-time professional without having the burden of paying training compensation.”*

95. Up to a point, the Sole Arbitrator follows the logic of both these interpretations, which are well articulated in the Parties’ submissions. However, on balance and in all the circumstances of the case, the Sole Arbitrator finds more support for FIFA’s interpretation of the systematic, teleological and historical nature of the provisions in context than that of the Appellant.
96. In coming to this conclusion, the Sole Arbitrator takes note of the specific and exceptional circumstances in which the provision in question was drafted, and in which it is rooted (as per the other provisions of Annexe 7 and the various guidance sources mentioned above). According to the documentation provided by FIFA, Annexe 7 in its original form was adopted by the Bureau of the FIFA Council on 7 March 2022, i.e. just over two weeks following Russia’s invasion of Ukraine on 22 February 2022. In these circumstances, and considering the nature of the regulations as an urgent response to humanitarian crisis and uncertainty, it is understandable that the terms of Annexe 7 may not have been perfectly drafted or fit seamlessly and precisely into the existing FIFA regulatory framework.
97. What is repeatedly emphasised, from the outset of these regulations’ introduction, is their limited and temporary nature, characterised by uncertainty as to how long the conflict in Ukraine would last, and how long footballers from that country would therefore be prevented from remaining registered and competing for their clubs affiliated with that national association, and be forced to leave the country to seek safety and opportunities elsewhere. While the Sole Arbitrator takes note on the emphasis placed by the Appellant on protecting the rights of players (including minors) in the circumstances covered by the regulations, he also notes the repeated emphasis in FIFA’s provisions on the proportionality and fairness of the regulations, and its intention to balance the rights of all stakeholders involved. In this context, the Sole Arbitrator follows FIFA’s logic at paragraph 76 of its Answer that *“if a player who fled Ukraine is permanently exempt from training compensation, while another local or international [sic] player is not, this would create an unnecessary imbalance. Naturally, the war-related exemption should not create long-term disparities in how training compensation is applied and, therefore, the relevant exemption shall not be applied ad eternum.”*

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98. In the Player's case, at his time of registration with the Appellant, he had already been residing in Spain and had been registered with another club (FC Novelda) for almost one year. As argued by the Appellant, his professional registration with the Appellant therefore did not follow on directly (or even shortly) after his departure from Ukraine. In these circumstances, it is harder to argue that the Player was in the specific circumstances intended to be captured by the limited and temporary provisions of Annexe 7 than a player who had left Ukraine specifically in order to take up an opportunity with a club abroad, or had joined such a club shortly after fleeing Ukraine. In effect, the Sole Arbitrator is satisfied that the Player's registration with FC Novelda and time spent living in Spain while registered with this third-party club broke the causal link to the provisions of Annexe 7 and deprives the Appellant of the benefit of relying on those provisions in this case.
99. Further context to the introduction of Annexe 7 has already been provided in detail by other CAS Panels, for example in CAS 2022/A/9016, in which the Panel also examined and upheld the substantive validity of the Annexe 7 provisions themselves. The Sole Arbitrator shares the concerns noted by the Panel in that case when it stated (at para. 156 of its award):
- “Nonetheless, the Panel finds it disturbing that such new clubs may potentially obtain a financial advantage in the form of the registration of football players and/or coaches for which they did not have to pay any transfer fee to acquire their services, while potentially making significant profits on such players and/or coaches by subsequently transferring them to other clubs for a transfer fee.”*
100. The fundamental purpose and scope of the concept of training compensation are set out by FIFA in its Commentary on the FIFA RSTP cited by the Appellant, which includes the following description:
- “The training compensation system established a framework whereby clubs that invest in training and educating young players are rewarded whenever a player that they trained becomes a professional, thus encouraging clubs to invest in youth development. Clubs that do not invest in training and educating young players are made to reimburse the clubs who train the players that become professional as, in principle, they are benefiting from the training and education provided by those training clubs.”*
101. In this context, the Sole Arbitrator is satisfied that the legislative intent of FIFA was not to create an exemption through Annexe 7 which would extend so far as to deny the rewards of training compensation to clubs in Ukraine and Russia on anything more than a strictly limited basis. This would serve to tip the balance of interests too far in favour of professional clubs outside Ukraine and Russia who may wish to sign players well beyond the time of their departure from those countries for humanitarian reasons, and therefore against the multiple (often small) clubs that invest time and money in training

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and educating such players as an amateur). Moreover, such an interpretation would create a manifest risk of circumvention, permitting clubs or agents to strategically place players with amateur clubs as an interim step before subsequently registering them as professionals, thereby avoiding training compensation obligations and fundamentally undermining the training compensation system. These points appear key, considering FIFA avowed intent in its Explanatory Note on Annexe 7 to the FIFA RSTP, dated June 2024 to “*strike a balance between all the interests at stake,*” within the context of its competence to take “*proportionate, reasonable and necessary*” regulatory steps in the context of this crisis situation.

102. Considering all the specific circumstances of the case at hand (in which a Player had been registered as an amateur with another club for around a year following his departure from Ukraine, before being registered with the Appellant as a professional), and in view of a systematic, teleological and historical interpretation of the relevant regulatory provisions, the Sole Arbitrator is therefore convinced that it was not FIFA’s intent for such a scenario to be covered by the provisions of Annexe 7. This being the case, there is no need or basis for the application of the *contra preferentum* principle, as advocated by the Appellant.
103. Finally, the Appellant argues at paragraph 58 of its Appeal Brief that when registering the Player “*as a first registration and not as a subsequent transfer*”, it relied upon the assurances given by RFEF, “*after the latter had consulted FIFA and thus understood that no training compensation was due to previous clubs in accordance with article 7.3 of Annexe 7 RSTP*”. The Appellant has provided copies of email correspondence (in Spanish) between it and the RFEF as evidence on this point, citing the *venire contra factum proprium* principle and the duty to behave in good faith as a basis for its argument that it cannot now be “*condemned to pay training compensation*”. However, the Sole Arbitrator finds no support for such an argument in the evidence presented by the Appellant. Firstly, because as demonstrated above, it is not contested that the registration of the Player with the Appellant was a first professional registration (the previous registrations of the Player with all other clubs, including Novelda FC, having been on a purely amateur basis), but, for the reasons set out above, this is not determinative to the question of whether the Appellant is required to pay training compensation. Secondly, because in analysing the said email correspondence submitted by the Appellant, the Sole Arbitrator finds no indication of confirmation from the RFEF, FIFA or any other entity that the Appellant was not required to pay training compensation or that the provisions of Article 7.3, Annexe RSTP applied to the specific circumstances of the case. These matters were only analysed and decided upon in detail by the FIFA DRC in the FIFA proceedings referred to above, where it was determined and communicated to the Appellant that it was required to pay training compensation in respect of its registration of the Player. Thirdly, and in any event, the Sole Arbitrator sees no basis for attributing an email from the RFEF in which it references separate communication with FIFA as a

statement from the regulatory authority in this case (FIFA) on which the Appellant is entitled to rely.

104. In summary, the Sole Arbitrator is satisfied, following detailed analysis of both of (a) the literal meaning; and (b) the systematic, teleological and historical meaning of the disputed provision (Article 7.3, Annexe 7 FIFA RSTP), that FIFA, when drafting the relevant regulations, did not intend the exception to the obligation to pay training compensation to apply to the specific circumstances of this case. Having determined that training compensation is therefore due in principle in respect of the Appellant's registration of the Player, the Sole Arbitrator turns to the question of whether the Third Respondent has waived its entitlement to its share of such training compensation.

iii. If relevant, did the Third Respondent waive its entitlement to training compensation for the Player?

105. Having concluded that training compensation is payable in principle, it is necessary to address the Appellant's argument that the Third Respondent (DIUSSH Novomoskovsk) waived its entitlement to training compensation.
106. In respect of the general principles regarding a potential waiver of training compensation, the Sole Arbitrator notes that both the FIFA regulations (the FIFA CHR and the FIFA RSTP) and CAS jurisprudence (see, for example, CAS 2023/A/10041) recognise that waivers of training compensation are permissible in principle. This principle reflects the autonomy of clubs to manage their own contractual relationships.
107. In respect of the procedural requirements for a valid waiver, Article 9.7 of the FIFA CHR provides that “[w]here a training club has waived its right to receive training rewards, proof of a valid waiver shall be uploaded in TMS by the new club”. This procedural obligation is mandatory for a waiver to be valid (see CAS 2024/A/10453). This procedural requirement serves the legitimate purpose of enabling FIFA to process training rewards efficiently and to maintain the integrity of the transfer system.
108. In the present case, the Third Respondent uploaded a document in FIFA TMS under the “waiver section” stating: “*we have no financial claims against football player: ILLIA VOLOSHYN*” and “*do not object to his transfer to another football club.*” The document was uploaded to TMS, thereby satisfying the procedural requirement that waivers be submitted through the TMS system.
109. The Sole Arbitrator relies on the Commentary on the FIFA RSTP (at page 391 *et seq.*) on “*waiving the right to training compensation*”, referenced by the Appellant, as well as to CAS jurisprudence, and subsidiarily Swiss law, to address this question. In this context, the Sole Arbitrator recalls that, for a waiver to be valid, (i) the person renouncing a right must have the capacity and authority to do so; (ii) the waiver must be clear and

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unequivocal; and (iii) the person must have the right which he is renouncing. As a further general principle of Swiss law, rights may be waived voluntarily unless the waiver is contrary to law, public policy or good morals (see, for example, CAS 2021/A/8392, CAS 2023/A/9975-9976).

110. The Sole Arbitrator must therefore assess whether the language used in the document uploaded by the Third Respondent is sufficiently clear and unequivocal to demonstrate an intention to waive its entitlement to training compensation, applying the standards articulated in the aforementioned CAS jurisprudence. The fact that the procedural requirement of uploading the document in TMS has been satisfied does not, in itself, establish that the waiver is substantively valid; the content and wording of the document must be examined against the established criteria.
111. The Appellant argues that, although the wording of this waiver does not expressly mention that it waives training compensation, the fact that the Third Respondent uploaded this document under the section "*waivers*", evidently shows the intention of this party to renounce its possible entitlement to any compensation. The fact that the same club in the document points out that "*we have no financial claims against football player*" for the Player (being a minor, amateur player at that time) shows that the intention of the waiver was to waive any financial entitlement of the Third Respondent in the form of training compensation.
112. FIFA argues that, given the paramount importance of rewarding and recompensing the (often small) clubs which train football players, the Football Tribunal's jurisprudence requires, for a valid waiver, "*a clear and unequivocal declaration by the party concerned and an unambiguous language that reflects such party's intention to renounce its rights.*" FIFA cites the principles outlined in the above CAS cases (CAS 2021/A/8392, CAS 2023/A/9975-9976) and argues that, in this context, the Third Respondent's statement that "*we have no financial claims against the football player [...] does not reflect Novomoskovsk's waiver to training compensation as it does not refer to "training rewards" or "training compensation". In fact, it does not even refer to any financial debt against the Appellant. The uploaded document merely affirms that Novomoskovsk does not hold any financial claims against the player himself.*"
113. The Sole Arbitrator concurs with FIFA's analysis on this point. Applying the aforementioned principles from previous CAS jurisprudence to the present case, the Sole Arbitrator notes that the document uploaded by the Third Respondent:
 - i. does not specifically mention training compensation;
 - ii. refers to "*financial claims against football player*" rather than claims against the Appellant or any other club;
 - iii. does not specifically mention the Appellant or its registration of the Player;

- iv. therefore, does not contain any clear statement of intention to waive entitlement to training compensation due regarding the registration of the Player with the Appellant.
114. Based on the established CAS jurisprudence, and considering the nature and wording of the statement (a briefly, broadly-worded statement that refers to the Third Respondent having no claims against the Player, rather than a clear, specific waiver of the training compensation due to it from the Appellant), the Sole Arbitrator does not consider the statement made by the Third Respondent to be a substantively valid waiver of its entitlement to training compensation for the Player in any subsequent transfer. The language is not sufficiently clear and unambiguous to demonstrate an intention by the Third Respondent to waive its entitlement to training compensation from the Appellant. The reference to “*no financial claims against football player*” is more naturally interpreted as a statement that the Third Respondent has no outstanding financial claims against the Player himself (for example, for unpaid fees or breach of contract), rather than as a waiver of the Third Respondent's entitlement to receive training compensation from the Appellant.
115. The Sole Arbitrator concludes that the Third Respondent has not validly waived its entitlement to training compensation.
116. In light of the above considerations, the Sole Arbitrator concludes that the appeal shall be dismissed and the Appealed Decisions are, therefore, confirmed.

X. COSTS

(...)

* * * * *

ON THESE GROUNDS

The Court of Arbitration of Sports rules that:

1. The Appeal filed by C.F. Rayo Majadahonda S.A.D. against MEE DSSC DRC Dnipro, DIUSC Inter Dnipro, DIUSSH Novomoskovsk and the Fédération Internationale de Football Association (FIFA) with respect to the decisions issued on 1 October 2024 by the FIFA General Secretariat in respect of an Electronic Player Passport and associated Allocation Statement is dismissed.
2. The decisions rendered on 1 October 2024 by the FIFA General Secretariat are confirmed.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 20 February 2026

THE COURT OF ARBITRATION FOR SPORT

Martin Schimke
Sole Arbitrator