

**CAS 2025/A/11117 Sporting Club Accra v. Leicester FC & FIFA**

**ARBITRAL AWARD**

**delivered by the**

**COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

Sole Arbitrator: Mr Fabio Iudica, Attorney-at-Law in Milan, Italy

**in the arbitration between**

**Sporting Club Accra**, Ghana

Represented by Mr Jan Schweele, Mr Thomás Prestes Bosak and Mr Iñigo Vicente Alustiza,  
Attorneys-at-law, at Berlin Sports Law, Lisbon, Portugal

**- Appellant -**

and

**Leicester City FC**, England

Represented by Mr Robert Danvers and Mr Stuart Baird, attorneys-at Law at Centrefield LLP,  
Manchester, United Kingdom

**- First Respondent -**

and

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

Represented by Mr Miguel Liétard Fernandez-Palacios, Director of the FIFA Litigation Sub-  
Division, Coral Gables (FL), USA

**- Second Respondent -**

## **I. INTRODUCTION**

1. This appeal is brought by Sporting Club Accra, against the decision rendered by the FIFA Clearing House Department on behalf of the FIFA Football Tribunal on 12 December 2024 regarding a claim for training compensation in connection with the registration of the player Nathaniel Opoku Onyina with Leicester City FC (the “Appealed Decision”).

## **II. THE PARTIES**

1. Sporting Club Accra (the “Club” or the “Appellant”) is a football club based in Ghana. It is affiliated with the Ghana Football Association (“GFA”) which in turn is affiliated to FIFA. The Appellant belongs to category IV of the FIFA table on the categorization of clubs for training compensation.
2. Leicester City FC (“Leicester” or the “First Respondent”) is a professional football club based in Leicester, England and affiliated to The Football Association Ltd (“the FA”) which, in turn, is affiliated to FIFA.
3. FIFA (or the “Second Respondent”) is the international governing body of football with headquarters in Zurich, Switzerland.
4. The Appellant and the Respondents are jointly referred to as the “Parties”.

## **III. FACTUAL AND PROCEDURAL BACKGROUND**

5. The following is a summary of the main relevant facts and allegations based on the documentation in the file which includes the Parties’ written submissions, the Appealed Decision and the evidence examined in the course of the 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 included in the file, he refers in the Award only to the submissions and evidence he considers necessary to explain its reasoning.

### **Factual background**

6. On 31 January 2023, the Ghanaian player, Nathaniel Opoku Onyina, born on 22 July 2001 (the “Player”), was transferred from the Ghanaian club, Field Master Sporting Club (“FDM”), to the First Respondent, as a professional, against payment (the “Transfer”).
7. As the Transfer occurred before the end of the calendar year of the Player’s 23<sup>rd</sup> birthday, between clubs belonging to two different national associations, a training reward trigger was identified by the FIFA Transfer Matching System (“the TMS”), consisting of an international transfer of a professional footballer, in accordance with Art. 6 of the FIFA Clearing House Regulations (the “CHR”). As a result, also on 31 January 2023, the provisional Electronic Player Passport nr. 17167 for the Player (the “EPP”) was generated by the TMS pursuant to Art. 8 of the CHR and made available for inspection for 10 days after generation, in accordance with and for the purpose of Art. 8.2 of the CHR.

8. Upon completion of the inspection period, the FIFA General Secretariat opened the EPP review process in accordance with Art. 9 of the CHR for the assessment of the entitlement of training rewards in connection with the Transfer, including training compensation and solidarity contribution.
9. According to the information on the TMS, the following parties were involved in the EPP process: the U.S. Soccer Federation (USSF), the FA, the GFA, FDM, Barcelona Babies FC-Achimota (disaffiliated), represented by its member Association (the GFA), the Appellant and the First Respondent.
10. The FA and the GFA intervened in the EPP to upload the proof of registration of the Player with the clubs respectively associated with them.
11. At the end of the EPP review process, the FIFA General Secretariat finally determined the registration history of the Player from the start of the calendar year of his 12<sup>th</sup> birthday until the date of the Transfer triggering the relevant rewards, based on the information provided by the member associations that participated in the generation and review of the EPP, in accordance with Art. 10 of the CHR.
12. The Player's registration history was determined as follows:

Club and member association	Start of registration	End of registration	Status	Nature of registration
Leicester The FA, England FIFA ID: 142YR8C Status: Affiliated Training category: 1	31/01/2023	Currently registered	Professional	Permanent
FDM Field Masters Sporting Club GFA, Ghana FIFA ID: 108ZCXJ Status: Affiliated	20/01/2023	30/01/2023	Professional	Permanent
SPORTING CLUB ACCRA GFA, Ghana FIFA ID: 105T2AD Status: Affiliated	05/08/2016	31/12/2019	Amateur	Permanent
BARCELONA BABIES FC - Achimota GFA, Ghana FIFA ID: 14CL05G Status: Disaffiliated	01/01/2013	04/08/2016	Amateur	Permanent

13. Based on the abovementioned Player's registration history, it resulted that the Player was

registered with the Appellant from 5 August 2016 until 31 December 2019 as an amateur, before being registered for the first time as a professional with FDM from 20 January 2023 until 30 January 2023.

14. However, in the final determination on the EPP for the Player (the “FIFA Determination”), the FIFA General Secretariat observed that the Appellant was not the “former club” of the Player (that would be entitled to training compensation in the event of subsequent international transfer), in the sense of Art. 2(1) b) of Annex 4 and Art. 3(1) of Annex 4 to the FIFA Regulations on the Status and Transfer of Players (the “RSTP”).
15. As a result, the FIFA General Secretariat established, *inter alia*, that, in relation to the Transfer, the Appellant was only entitled to solidarity contribution and not to training compensation for the registration of the Player at the club in the period from 5 August 2016 until 31 December 2019.
16. Moreover, according to the FIFA Determination based on the documentation provided in the EPP, the transfer agreement concluded between FDM and the First Responded stipulated that the training compensation due to FDM was included in the transfer fee.
17. Therefore, FDM was also found to be solely entitled to solidarity contribution with respect to the Transfer.
18. Finally, as the Ghanaian club Barcelona Babies was no longer affiliated to the GFA and had ceased to participate in organised football, the FIFA Determination established that GFA was entitled to the Solidarity contribution in lieu thereof, for the period during which the Player was registered with Barcelona Babies in accordance with the provisions of the RSTP.
19. The FIFA Determination with the final EPP was issued on 13 July 2023 and notified via TMS to the interested parties, including the Appellant, on the same day.
20. In conclusion, the FIFA Determination on the EPP for the Player decided as follows:

*“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. FDM Field Masters Sporting Club would in principle be entitled to training compensation for having registered the player at some point in time between the start of the calendar year of player’s 12th birthday and the end of the calendar year of player’s 21st birthday, but given that training compensation is deemed included in the transfer fee paid by the new club, no training compensation is due to this training club.*

*15. No club is entitled to training compensation.*

*16. FDM Field Masters Sporting Club is entitled to solidarity contribution 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 23rd birthday.*

*17. SPORTING CLUB ACCRA is entitled to solidarity contribution 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 23rd birthday.*

*18. The GFA is entitled to solidarity contribution for the period of time its disaffiliated club BARCELONA BABIES FC-Achimota has 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 23rd birthday.*

*19. No other club is entitled to solidarity contribution.*

*20. 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.*

*21. More specifically, in case of an international transfer (cf. article 6 FCHR) with payments, this EPP will be considered in the generation of any future Allocation Statement for the calculation and distribution of any solidarity contribution that may become due at a later stage if and when the payments requirements are met.*

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

21. On 26 November 2024, the Appellant filed a claim with the FIFA Football Tribunal via the TMS based on Art. 18.2 of the CHR, requesting training compensation in connection with the Player's registration with Leicester, in the amount of EUR 242,082, corresponding to 1,244 days of training and education, in accordance with the provision of Art. 5 of Annex 4 to the RSTP.

22. In its claim, the Appellant argued the following:

a) the TMS incorrectly identified the reward trigger in connection with the Transfer; in fact, the Player's registration with FDM (which only lasted ten days), consisted of a "bridge transfer", so the registration with the First Respondent which was immediately subsequent, should instead be considered as the first registration of the Player as a professional. The Player's brief registration period with FDM (a CAF category IV club) as a professional raises doubt about its authenticity and suggests that the underlying purpose was to circumvent or manipulate the FIFA rules regarding the training compensation mechanism to the detriment of the Appellant;

b) there was no EPP review process with regard to what should have been considered as the first professional registration of the Player (i.e., the registration with Leicester), consequently, the Appellant did not participate in the relevant EPP review process;

c) as a result of the “bridge transfer”, the Appellant was unjustly excluded from training rewards to which it was entitled based on its involvement in the training and education of the Player from 5 August 2016 until 31 December 2019 as it emerges from the EPP.

23. As a consequence, the Appellant maintained that the three cumulative criteria under Art. 18(2) of the CHR had been met, thereby entitling it to lodge a claim with the FIFA Dispute Resolution Chamber (the “DRC”).

24. In its claim to the FIFA DRC, the Appellant submitted the following requests for relief:

*“Up to the present date, the Claimant has not received any payments whatsoever from the Respondent. Thus, its training compensation entitlement remains unfulfilled. Therefore, the Claimant has no choice but to start proceedings before the FIFA DRC.*

*The Claimant, thus, requests that the FIFA DRC accepts the present claim, determines that a bridge transfer has occurred, and issues a decision on the grounds herein ordering the Respondent to pay training compensation to the Claimant for the above-mentioned player in the amount of EUR 274,082 plus 5% p.a. interest as of the due date, until the date of effective payment”.*

25. On 30 November 2024, the FIFA Player Registration & Data Transfer Department acknowledged receipt of the Appellant’s claim and requested the latter to complete its petition with the following information:

*“complete career history of the player, setting out all clubs with which they have been registered since the calendar year of their 12<sup>th</sup> birthday until the date of their registration with the respondent club, taking into account any possible interruptions, as well as indicating the status of the player (amateur or professional) when registered, and whether such registration was permanent or temporary”.*

26. In its reply to FIFA dated 4 December 2024, the Appellant submitted the “newest Player Passport issued by the GFA” containing different information from what had already been established in the previous EPP review process. Based on such new passport, the Appellant submitted that the Player was registered with it as an amateur from 5 August 2016 until 4 September 2020 (and not 31 December 2019 as established in the FIFA Determination).

27. As a consequence, the Appellant amended its original request for training compensation from EUR 274,082 to EUR 335,232.87, corresponding to 1,492 days of training and education.

#### IV. THE APPEALED DECISION

28. On 12 December 2024, the Clearing House Department, on behalf of the FIFA Football Tribunal issued the Appealed Decision stating the following:

*“We acknowledge receipt of your submission uploaded in TMS on 26 November 2024*

*referring to the TMS claim nr. 14791.*

*In this regard, we kindly inform you that the FIFA Clearing House Regulations (FCHR) entered into force on 16 November 2022. Accordingly, training rewards cases where the **registration or transfer** of the player occurred on or after 16 November 2022 are processed via the Electronic Player Passport (EPP) review process and paid through the FIFA Clearing House, and not the claims system.*

*In this respect, we have noted that on 31 January 2023, the EPP-17167 was generated as a result of the international transfer of the player Nathaniel Opoku Onyina from the club Field Masters Sporting Club (Ghana) to the club Leicester (England).*

*Equally, according to our records your club participated in the EPP review process for the aforementioned EPP (cf. article 9 FCHR), where the training rewards entitlements of his transfer were decided. If the Claimant had any concerns regarding a bridge transfer it should have brought it up during respective EPP process.*

*Based on the above, in view of the fact that (1) the transfer at the basis of your claim occurred on or after 16 November 2022; and (2) your club participated in the EPP review process related to the transfer at the basis of your claim, we will proceed to the closure of claim TMS 14791” (emphasis in original).*

29. The Appealed Decision was notified to the Appellant via the TMS on 12 December 2024.

## **V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

30. On 2 January 2025, the Club filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) in accordance with Article R48 of the Code of Sports-related Arbitration (2023 edition) (the “CAS Code”) against Leicester and FIFA with respect to the Appealed Decision. The Appellant requested that the present dispute be submitted to a sole arbitrator and chose English as the language of the arbitration. Furthermore, the Appellant submitted a request for an extension until 31 January 2025 to file the Appeal Brief.
31. On 30 January 2025, the Appellant requested a further extension of the time limit to file its Appeal Brief until 7 February 2025.
32. Also on 30 January 2025, the First Respondent informed the CAS Court Office that it did not intend to pay its share of the advance of cost and requested that the time limit for filing its Answer be fixed after payment by the Appellant of its share of the advance of costs in accordance with Art. R64.2 of the CAS Code.
33. On 7 February 2025 the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code within the extended time limit granted.
34. On 10 February 2025, the CAS Court Office informed the Parties that the Appellant had sent an application for Legal Aid.

35. On 27 March 2025, the CAS Court Office informed the Respondents that the Appellant's request of Legal Aid had been granted and also confirmed that the Respondents were not required to pay their advance of costs.
36. On 3 April 2025, the First Respondent requested an extension of its time limit to file its Answer until 24 April 2025, which was granted.
37. On 4 April 2025, the Second Respondent requested that its time limit to file the Answer be extended until 30 April 2025, which was granted.
38. On 22 April 2025, the First Respondent requested a further extension of the time limit to file its Answer until 30 April 2025, which was also granted.
39. On 30 April 2025, the First and the Second Respondent filed their respective Answer in accordance with Article R55 of the CAS Code within the extended time limit granted.
40. On 13 May 2025, the CAS Court Office informed the Parties that Mr Fabio Iudica, Attorney-at-law in Milan, Italy, had been appointed as a Sole Arbitrator in the present proceedings.
41. On 27 May 2025, the First Respondent submitted an application pursuant to Article R56 of the CAS Code, aimed at the production of new documentation consisting in unexpected correspondence from the owner of FDM dated 14 May 2025 along with accompanying attachments.
42. On 30 May 2025, on behalf of the Sole Arbitrator, the CAS Court Office invited the Appellant and the Second Respondent to provide their position with respect to the First Respondent's application.
43. On the same day, the Second Respondent informed the CAS Court Office that it did not object to the Appellant's request, whereas, on 2 June 2025, the Appellant submitted that the Appellant's request pursuant to Article R56 of the CAS Code should be rejected.
44. On 5 June 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to admit the First Respondent's application pursuant to Article R56 of the CAS Code and that the grounds of such decision would be communicated in the final award. In addition, the CAS Court Office invited the Appellant to provide its position on the First Respondent's new submission.
45. On 16 June 2025, the Appellant filed its comment on the First Respondent's latest submission, arguing that it had no evidentiary value and that it was unsupported. Moreover, the Appellant stated that the new documentation merely confirmed the alleged bridge transfer. Finally, the Appellant submitted the witness statement signed by Mr. Francis Adu, Head of TMS in the GFA to confirm the Player's registration resulting from the Player's Passport already attached to the Appeal Brief.
46. On 24 June 2025, on behalf of the Sole Arbitrator, the CAS Court Office invited the First



Respondent to provide its position with regard to the witness statement from the GFA submitted by the Appellant.

47. On 30 June 2025, the First Respondent provided its comments and objected to the admissibility of the witness statement submitted by the Appellant. Besides, it argued that the document has no evidentiary relevance in the present dispute since the Player's registration history had already been conclusively determined by FIFA in the final EPP.
48. On 2 July 2025, on behalf of the Sole Arbitrator, the CAS Court Office informed the Parties that the Appellant's latest submission, including the witness statement by Mr Francis Adu had been admitted to the file.
49. On 8 August 2025, the CAS Court Office informed the Parties that the Sole Arbitrator, after having considered the Parties' position with respect to the holding of a hearing, had decided to render a decision based solely on the Parties' written submissions. Furthermore, the CAS Court Office forwarded the Order of Procedure to the Parties which was duly signed and returned to the CAS Court Office by the First Respondent on 13 August 2025, by the Second Respondent on 14 August 2025 and by the Appellant on 15 August 2025.

## **VI. SUBMISSIONS OF THE PARTIES**

50. The following outline is a summary of the main position of the Appellant and the Respondents which the Sole Arbitrator considers relevant to decide the present dispute and does not comprise each and every contention put forward by the Parties. In addition, the findings of the FIFA Determination and the Appealed Decision have all been taken into consideration.

### **A. The Appellant's submissions and requests for relief**

51. In its Statement of Appeal and in its Appeal Brief, the Appellant submitted the following request for relief:

*"a) That the CAS accepts the present appeal;*

*b) That the Appealed Decision be set aside;*

### **ON THE MERITS**

*c) That the First Respondent is ordered to pay to the Appellant the amount of EUR 335,232.87 as FIFA training compensation, plus interest of 5% p.a. as from 31 January 2023 until the date of effective payment;*

*d) That the Second Respondent is ordered to sanction the First Respondent for the bridge transfer occurred that was not identified by the FIFA Clearing House;*

**SUBSIDIARILY**

*e) That the present case is submitted back to FIFA so that it can rule on the merits of the dispute;*

**IN ANY CASE**

*f) That the Respondents be ordered to bear the entire costs and fees of the present arbitration;*

*g) That the Respondents be ordered to pay the Appellant a contribution towards its legal fees and other expenses incurred in connection with the arbitration proceedings in an amount deemed fair by the Sole Arbitrator” (emphasis in original).*

52. The Club’s appeal is based on the arguments and legal submissions which are summarized below.

53. In particular, the main facts on which the appeal is based are as follows:

- As it results from the Player’s passport issued by the GFA, the Player was registered with the Appellant from 5 August 2016 until 4 September 2020. This period covered a total of 1,492 days of training and education between the calendar year of his 15<sup>th</sup> birthday and the calendar year of his 19<sup>th</sup> birthday.
- Although the Player’s passport issued by the GFA and the EPP contain different information regarding the Player’s registration history, both passports show that the Player’s registration with FDM was in fact a “bridge transfer”, which allowed the First Respondent avoiding payment of any training compensation due to the Appellant since the Player’s registration with Leicester was indeed the Player’s first registration as a professional;
- FIFA failed to detect the relevant bridge transfer;
- Consequently, the EPP for the Player’s first registration as a professional with Leicester was erroneously not generated;
- As a result, the Appellant has been deprived of its entitlement to training compensation for the Player, amounting to EUR 335,232.87.

**Procedural remarks of the Appellant**

54. The Appellant noted that CAS jurisprudence has identified the characteristic features of a decision within the meaning of Art. R47 of the CAS Code as follows: “(i) *the term “decision” must be construed in broad sense; (ii) the form of the communication in question is irrelevant for its qualification; (iii) a decision is a unilateral act, sent to one or more determined recipients that is intended to produce or produces legal effects; and (iv) an appealable decision of a sports association or federation is normally a communication of the association directed to a party and based on an “animus decidendi”, i.e. an intention of a body of the association to decide on the matter*” (CAS 2018/A/5933).

55. The Appealed Decision, by which the FIFA Clearing House Department terminated the case initiated by the Appellant with its claim, meets the above-mentioned criteria and constitutes an effective “decision” that is subject to appeal to CAS. Such a decision consists in a denial of formal justice to the Appellant as not only it failed to grant the Appellant’s right to training compensation, but it even refused to adjudicate on the Appellant’s claim (see CAS 2004/A/659).
56. Moreover, according to the Swiss Federal Tribunal, the failure to grant a party the opportunity to present their position constitutes a violation of the right to be heard (see SFT 4A\_360/2011, 31 January 2012).
57. As a consequence, it is unquestionable that the Appellant has the right to appeal before the CAS.

### **Position of the Appellant as to the merits**

#### **The Bridge Transfer**

58. According to the Appellant, Art. 5 bis of the RSTP establishes a presumption regarding the occurrence of bridge transfers in case of two consecutive transfers of the same player occurring within a period of 16 weeks, as is the present case. This presumption reverses the burden of proof, meaning that the First Respondent has the *onus* to establish that the registration of the Player with FDM was not a bridge transfer.
59. In fact, before being transferred to Leicester, the Player was allegedly registered with FDM (a Category IV amateur club) as a professional for the first time for just 10 days. As a consequence, the First Respondent was able to sign the Player without having to pay training compensation to the previous training clubs, as stated in Art. 20 of the RSTP.
60. However, this situation constitutes an “*unusual pattern of movement*”, suggesting an unlawful attempt to circumvent the FIFA regulations on training compensation “*by conveniently having the Player being registered as a professional for a brief period at a CAF category IV club, before actually being internationally transferred to the First Respondent*”. This would allow the First Respondent to avoid paying training compensation to the Appellant in the amount of at least EUR 335,232.87.
61. In accordance with Art. 5(2) of the RSTP, apart from the case of “technical registration”, a player may only be registered with a club for the purpose of playing organised football, which is not the present case.
62. In the case at stake, it is evident that the First Respondent was involved in a bridge transfer as all the identifying elements are present (see CAS 2014/A/3536; CAS 2015/A/4248).

#### **The training compensation due by the First Respondent to the Appellant**

63. In the view of the Appellant, after having established that the Player’s registration with FDM was as a bridge transfer, the Player’s subsequent registration with Leicester must

be considered as his first registration as a professional. Therefore, the Appellant is entitled to training compensation in accordance with the RSTP (Art. 20 and Art. 2(1) of Annex 4).

64. Pursuant to Art. 5 of Annex 4 to the RSTP, the amount of compensation due to the Appellant shall be calculated as follows:

<b>Age</b>	<b>Registered with Appellant</b>	<b>Duration</b>	<b>Training costs p.a. (Cat. I of UEFA)</b>	<b>Training compensation</b>
15	05.08.2016-31.12.2016	149 days	EUR 10,000	EUR 4,082.19
16	01.01.2017-31.12.2017	365 days	EUR 90,000	EUR 90,000
17	01.01.2018-31.12.2018	365 days	EUR 90,000	EUR 90,000
18	01.01.2019-31.12.2019	365 days	EUR 90,000	EUR 90,000
19	01.01.2020-04.09.2020	248 days	EUR 90,000	EUR 61,150.68
<b>Total:</b>		<b>1492 days</b>		<b>EUR 335,232.87</b>

65. FIFA failed to detect the bridge transfer - which should have been presumed - and to generate the correct EPP for the Player. This resulted in a considerable financial damage for the Appellant, a modest football academy that invests lots of resources in nurturing football talents yet does not generate profit on an annual basis and receives no financial support from the government.

#### **The Appellant's claim filed under Art. 18(2) CHR**

66. From the Appellant's perspective, the entitlement to training rewards should have been triggered in connection with the Player's registration with Leicester, as this was his first registration as a professional. However, this was not the case, and due to FIFA's failure to identify the bridge transfer, the TMS failed to generate the correct EPP.
67. In order to ensure protection of its rights with respect to training compensation, the Appellant filed a claim with FIFA in accordance with Art. 18(2) of the CHR given that the three cumulative conditions were met: a) the Appellant did not participate in the EPP review process for the Player's first registration as a professional with Leicester (since no EPP process took place in this regard); b) as a result of the bridge transfer, the Appellant's entitlement to training compensation was disregarded; c) the Appellant considers that it is entitled to receive the relevant training compensation.
68. However, despite the Appellant having acted according to the applicable procedural rules, FIFA refused to proceed with the Appellant's claim, thereby incurring in denial of justice

which finally induce the Appellant to lodge the present appeal with CAS.

**B. The First Respondent's submissions and requests for relief**

69. In its Answer, the First Respondent submitted the following requests for relief:

*"I. This Answer is admissible and well-founded; and*

*II. The Appellant's Appeal is dismissed on the basis it is inadmissible and/or it falls to be rejected on the merits; or, in the alternative*

*III. Any training compensation awarded to the Appellant is limited to €274,070 or such other sum that the Sole Arbitrator considers appropriate; and*

*IV. The Appellant must pay the costs of these appeal proceedings in full; and*

*V. The Appellant must pay in full, or, in the alternative a contribution towards, the legal costs and expenses of the First Respondent, pertaining to these appeal proceedings before the CAS pursuant to Article R64.5 of the CAS Code".*

70. As to the procedural background of the present case, the First Respondent emphasized the following:

- a) the EPP review process lasted over more than 5 months and the final EPP was notified by FIFA to all parties;
- b) the EPP confirmed that the Appellant participated in the EPP review process;
- c) the final EPP confirmed that the Appellant was only entitled to solidarity contribution and not to training compensation in connection with the Player's transfer;
- d) the Appellant filed its claim before the FIFA DRC on 26 November 2024, i.e. 137 days after the EPP became final and binding;
- e) in its claim before the FIFA DRC, the Appellant relied on the information contained in the EPP;
- f) the original request by the Appellant was increased from EUR 274,082 to EUR 335,232.87.

71. With regard to the main facts in dispute, the Player's career differs from what was reported by the Appellant in the Appeal Brief and, namely:

- a) the Player was registered with the Appellant until 31 December 2019 only (over a period of 1244 days), as confirmed by FIFA in the EPP;
- b) the Player left the Appellant in December 2019 and decided to continue his academic education since the club did not offer him a further contract;
- c) after leaving the Appellant, the Player was not registered with any new clubs or academies, until 2023;
- d) in June 2020 he trained with FDM and also planned to apply for colleges in the US with the support of FDM; he finally moved to the US where he

attended the Lindsey Wilson College (Kentucky) and played in their first team from August 2021 until July 2022;

- e) in the summer of 2022, he played for Ventura County Fusion in a semi-professional league (USL2) designed for US college football players, after which he moved to Syracuse University where he continued playing until December 2022. Later on, he returned to Ghana where he signed his first contract as a professional with FDM on 20 January 2023.

- 72. According to the First Respondent, on 23 January 2023, the Player requested the Appellant to rectify the information contained in his passport which wrongfully stated that he had been registered with the club until 2020, suggesting that his signature had been obtained without his consent or authorisation in order to register him for a further period.

### **Inadmissibility of the present appeal**

- 73. According to the First Respondent, the letter in which FIFA communicated the closure of the Appellant's claim does not meet the required criteria to constitute a "decision" within the meaning of Article R47 of the CAS Code. In fact, the FIFA letter is purely informative in nature (confirming that the decision giving right to appeal was the final EPP notified on 13 July 2023) and was not intended to produce not did it produce any legal effects.
- 74. In addition, there has been no denial of justice, as claimed by the Appellant; rather, the Appellant had the right to raise concerns during the EPP review process but decided not to do so and moreover, the Appellant also had the right to lodge an appeal with CAS against the FIFA Determination in accordance with Art. 10(5)(b) of the CHR but failed to do so. As a consequence, the EPP has become final and binding.
- 75. The Appellant's failure to abide by the procedure set out in the CHR does not entitle it to bring a belated claim before the FIFA Football Tribunal via the TMS.
- 76. Therefore, the present appeal must be rejected as inadmissible since the Appellant had the right to appeal to CAS in relation of the EPP in accordance with Art. 10(5)(b) but failed to do so within the prescribed deadline.
- 77. Having participated in the EPP review process, the Appellant also fails to meet the first criteria set forth under Art. 18(2) of the CHR and was therefore not entitled to lodge a claim before the FIFA DRC.
- 78. Any concerns the Appellant may have had in respect of the Player's registration with the First Respondent, should have been raised within the relevant EPP review process, as this is specifically what the review process is designed for.

### **No bridge transfer has taken place**

- 79. Without prejudice to the above, the First Respondent argued that the Player's registration with the First Respondent did not involve a bridge transfer.

80. In fact, the requirement of the “*two consecutive transfers*” (either national or international) in accordance with the FIFA definition #24, is missing in the present case.
81. In fact, before registering with FDM on 20 January 2023, the Player had not been registered with any other club, as confirmed by the EPP which indicated that the Player’s previous registration had ended over three years before he joined FDM. Even the Player’s passport relied upon by the Appellant (Exhibit A06) confirms that his registration with the Appellant terminated on 4 September 2020. Therefore, there has been only one transfer of the Player, which is from FDM to the First Respondent.
82. Furthermore, although the Appellant acknowledged that three clubs must be involved in a bridge transfer, it failed to identify them as well as to prove how the third club was involved.
83. In the absence of the constituent elements under the FIFA RSTP, it was correct for FIFA not to raise the presumption of a bridge transfer in the present case, as did not the Appellant.
84. In any event, the Appellant is not entitled to request the application of sporting sanctions to the First Respondent as it is the sole prerogative of FIFA.

#### **Wrong calculation of training compensation by the Appellant**

85. In the view of the First Respondent, even if the Appellant was entitled to training compensation (which is not), the requested amount is still wrong and excessive.
86. In fact, as confirmed by the final EPP, FIFA found that the Player was registered with the Appellant from 5 August 2016 until 31 December 2019, which is a period of 1,244 days. Consequently, the maximum training compensation to which the Appellant could be entitled, if any, would be EUR 274,070 according to the FIFA Training Rewards Calculator.

#### **C. The Second Respondent submission and requests for relief**

87. In its Answer, the Second Respondent submitted the following requests for relief:
 

*“(a) Rejecting the requests for relief sought by the Appellant;*

*(b) Confirming the Appealed Decision; and*

*(c) Ordering the Appellant to bear the full costs of these arbitration proceedings”.*
88. The Second Respondent’s Answer is based on the following arguments:
89. First of all, FIFA did not contest the admissibility of the present appeal, confirming that the Appealed Decision contains all the essential elements of a proper decision.

90. With regards to the merits of this case, the Second Respondent argued that a) the Appellant took part in the relevant EPP review process, b) it did not did not raise any concerns nor did it submit its argument regarding a potential bridge transfer despite it had the right to do so according to Art. 9 of the FIFA CHR, c) it was duly notified of the final EPP and, d) did not file any appeal with the CAS against the final EPP within the statutory time-limit.
91. With the approval of the final EPP and the issuance of the FIFA Determination, failing any appeal within the prescribed deadline (by any of the parties), the Player's registration history had already been definitely settled when the Appellant filed its TMS claim with the DRC. Consequently, FIFA was not able to proceed with the Appellant's claim.
92. Although the present appeal is formally directed to the Appealed Decision, it is not a genuine challenge of the procedural ruling itself but an inadmissible attempt to indirectly revisit the substance of the final and binding EPP of 13 July 2023. In fact, it is evident that the Appellant is requesting the Sole Arbitrator to review the Player's registration history and obtain payment of the training compensation in connection with the Player's transfer. Such an attempt is precluded to the Appellant since it failed to act within the prescribed terms of the EPP proceedings. In fact, if the Appellant intended to challenge the Player's registration history, it should have either submitted its comments during the EPP review process or lodged an appeal within the applicable 21-day deadline as from its notification on 13 July 2023. However, the Appellant chose to remain silent.
93. Since no appeal was lodged within the prescribed time limit, the EPP had become final and binding, meaning that the Appellant was estopped from lodging an appeal against the EPP after 3 August 2023. This is especially true considering the need to protect the principle of legal certainty and the legitimate expectations of the other stakeholders involved that the EPP had become final and binding (see the reasoning set forth in CAS 2016/A/4817).
94. Therefore, FIFA's decision not to proceed with the Appellant's claim was correct as the cumulative requirements under Art. 18(2) of the FIFA CHR were not satisfied.
95. It is also noteworthy that when FIFA notified the final EPP to the parties (including the Appellant), the notification included information about the appeals process as follows: *"Pursuant to article 57 paragraph 1 of the FIFA Statutes and in accordance with article 10 of the FCHR, this decision may be appealed before the Court of Arbitration for Sport within 21 days of notification. The final EPP will remain available in TMS"*. Furthermore, pursuant to Art. 10(5)(b) of the FIFA CHR, failure to appeal the FIFA Determination by the applicable time-limit *"shall result in the EPP and the Allocation Statement becoming final and binding"*.
96. By remaining silent, the Appellant tacitly waived its right to file an appeal with the CAS against the final EPP within the 21-day time limit and cannot cure its failure by appealing the Appealed Decision now. Moreover, the Appellant's failure to take timely action in appealing the final EPP is in contrast with the doctrine of *venire contra factum proprium*



which is particularly evident considering that the Appellant also did not submit any arguments during the EPP review process.

97. In view of all the circumstances above, *“it is a fact that the Appellant failed to react during the EPP review process or to the final EPP due to its shortcomings, (either because it missed the deadlines or because it failed to check it’s TMS’s account), despite being obliged to do so on a daily basis”*.
98. Consequently, the Appellant’s allegations that its right to be heard was breached cannot be upheld and any of the Appellant’s arguments aiming at reviewing or challenging the findings of the FIFA Determination must be rejected since the final EPP is no more subject to review.

## VII. JURISDICTION

99. Art. R47 of the CAS Code provides as follows:

*“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.”*

100. The Appellant relied on Art. 56 and Art. 57 of the FIFA Statutes (2022 ed.) as conferring jurisdiction to the CAS.
101. The Respondents did not dispute that CAS has jurisdiction in the present case. In addition, the jurisdiction of the CAS was further confirmed by the signature of the Order of Procedure by the Parties.
102. Accordingly, the Sole Arbitrator concludes that the CAS has jurisdiction to hear the present case.

## VIII. ADMISSIBILITY

103. According to Article 57(1) of the FIFA Statutes, *“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question”*.
104. Likewise, Article R47 of the CAS Code provides that *“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”*.

105. According to the First Respondent, the Appealed Decision lacks the formal requirements of a “decision” under Article R47 of the CAS Code therefore, the present appeal would not be admissible.
106. On the opposite side, both the Appellant and the Second Respondent consider that the Appealed Decision satisfy all the criteria necessary to constitute a “decision” subject to appeal within the meaning of Article R47 of the CAS Code.

### **The nature of the Appealed Decision**

107. The Sole Arbitrator does not concur with the First Respondent’s position that the Appealed Decision has a purely informative nature, being equivalent to a letter rather than to a proper decision in terms of Article R47 of the CAS Code.
108. Before entering into an analysis of the Appealed Decision, the Sole Arbitrator noted that it consists of a letter issued on 12 December 2024 by the FIFA Clearing House Department, on behalf of the Football Tribunal. The letter informed the Claimant that training compensation claims for transfers after 16 November 2022 are handled through the EPP process, that the transfer of Nathaniel Opoku Onyina to Leicester generated EPP-17167 in which the Claimant participated, and that claim TMS 14791 was therefore closed.
109. Indeed, despite its external appearance making it similar to a letter of information, the Appealed Decision is in fact the expression of a decision-making process, rejecting the Appellant’s claim. In fact, according to CAS jurisprudence, the discriminating element between an informative letter and a decision is not its form rather its ability to produce legal effects: *“the form of a communication has no relevance to determine whether there exists a decision or not. In particular, the fact that the communication is made in the form of a letter does not rule out the possibility that it constitutes a decision subject to appeal”* (CAS 2024/A/10470).
110. CAS case law has established that a communication may be qualified as a “decision” if it contains a ruling intended to affect the legal situation of the recipient or other parties (CAS 2024/A/10525).
111. *“Generally, the term “decision” must be interpreted in a broad manner so as not to restrain the relief available to the persons affected. Under Swiss law, a decision is a common declaration of will resulting from multiple unidirectional declarations of individual members to determine the association’s will. Overall, the principal criterion for the qualification of a communication as a decision is its binding character and the “animus decidendi”, namely the intention of a sports body to decide binding on a specific subject, thus affecting the addressee(s) of the decision”* (CAS 2020/A/7590 & CAS 2020/A/7591)
112. Furthermore, it has been recognized that a decision within the framework of Article R47 of the CAS Code may also include cases in which the relevant decision-making body

issues a ruling as to the admissibility or inadmissibility of a request, without addressing the merits of the case (CAS 2022/A/8571; CAS 2008/A/1633; CAS 2020/A/6921 & 7297).

113. In the present case, FIFA's determination to proceed to the closure of the Appellant's claim is in fact a negative ruling affecting the legal situation of the Appellant as the FIFA Clearing House Department rejected the Appellant's request to assess its alleged entitlement to training compensation in connection with the Player's registration with the First Respondent based on the allegation of the bridge transfer.
114. The Sole Arbitrator notes that the Appealed Decision also sets out the legal basis for rejecting the Appellant's claim consisting in the following reasoning: a) the Appellant participated in the EPP review process where the training rewards entitlements in relation to the Player's transfer to Leicester were assessed; b) the Appellant did not raise any concerns regarding a possible bridge transfer during the EPP review process although it had the burden to do so; c) the EPP became final following the issuance of the FIFA Determination on 13 July 2023.
115. The reasoning in the Appealed Decision as mentioned above confirms the "*animus decidendi*" affecting the Appellant's legal position.
116. In conclusion, the Sole Arbitrator is satisfied that the Appealed Decision qualifies as a proper "decision" as defined in Article R47 of the CAS Code.

#### **As to the timeliness of the appeal**

117. Article R49 of the CAS Code provides the following:
 

*"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against".*
118. The Sole Arbitrator notes that the Appealed Decision was rendered on 12 December 2024 and notified to the Parties on the same day via TMS.
119. Considering that the Appellant filed his Statement of Appeal on 2 January 2025, i.e., within the deadline of 21 days set in the FIFA Statutes, the Sole Arbitrator is satisfied that the present appeal was filed in due time.
120. Furthermore, the appeal complied with all other requirements of Art. R48 of the CAS Code and is thus admissible.

#### **IX. APPLICABLE LAW**

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

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

122. According to Article R49(2) of the FIFA Statutes, *“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”*.
123. The Appellant refers to the relevant FIFA Regulations and subsidiarily, Swiss Law, as the law applicable to the present matter. The Respondents did not contest that.
124. In consideration of the above and in accordance with the wording of Article R58 of the CAS Code, the Sole Arbitrator holds that the present dispute shall be decided principally according to the FIFA Regulations, namely, the RSTP, October 2022 edition, and the CHR, October 2022 edition, with Swiss law applying subsidiarily in case of regulatory gap.

## **X. LEGAL ANALYSIS**

### **Preliminary Issues**

125. Before entering into the merits of the case, the Sole Arbitrator hereby provides the grounds of his previous decision to admit additional documentary evidence introduced by the First Respondent on 27 May 2025 and by the Appellant on 16 June 2025, i.e. after the submission of the appeal brief and the answer.
126. In this respect, the Sole Arbitrator recalls that both the Appellant and the First Respondent reciprocally disagreed with the other party's late submission, objecting to their admissibility under Article R56 of the CAS Code.
127. With regard to the First Respondent late submission, the Sole Arbitrator notes that it concerns the filing of an e-mail from the owner of FDM dated 14 May 2025 containing statements regarding the Player's registration history with their club against the Appellant's allegation of a bridge transfer between the FDM and Leicester.
128. The Sole Arbitrator finds that the relevant e-mail was sent to the Respondent after its Answer was filed. Moreover, there is no evidence that it was purposefully withheld by the First Respondent in bad faith and finally, it did not introduce any new argument to the file which could prejudice the other Parties' right of defense.
129. As to the Appellant's late submission, it concerns a statement by the GFA Head of TMS, confirming the Player's registration information which was already contained in the Player's passport submitted by the Appellant with the Appeal Brief. The relevant

document was submitted in order to challenge the First Respondent's latest submission and moreover, it did not introduce any new argument to the file.

130. In addition, both the Appellant and the First Respondent was granted the possibility to submit their position on the other party's relevant new submission.
131. In view of the considerations above, the Sole Arbitrator considers that the First Respondent provided reasonable grounds for justifying its late submission, that the Appellant's late submission was related to the one of the First Respondent and that both the First Respondent's and the Appellant's new documents did not introduce any new argument in the proceedings and merely confirmed the allegations respectively put forward in the Appeal Brief and in the Answer.
132. Therefore, the Sole Arbitrator confirms the admissibility of both exhibits under Article R56 of the CAS Code.

### **Merits**

133. The following is a summary of the respective arguments of the Parties on the merits of the present dispute as described under section VI above.
134. The Appellant lodged this appeal alleging that FIFA wrongfully dismissed its claim without ruling on the merits, which would amount to a denial of justice and a violation of its right to be heard. According to the Appellant, it is entitled to training compensation in the amount of EUR 335,232.87, in connection with the Player's registration with the First Respondent, which the Appellant assumes to be the first registration of the Player as a professional. In fact, the Appellant contends that the Player's registration with FDM was a bridge transfer specifically concocted to circumvent the FIFA rules governing training compensation. However, such an occurrence was overlooked during the EPP review process. As a result, FIFA failed to recognize the Appellant's right to receive training compensation under Article 20 RSTP and Article 2(1) of Annex 4. Furthermore, the Player's registration history resulting from the EPP review process is also erroneous since, according to the Player's passport issued by the GFA, the Player was registered with the Club from 5 August 2016 until 4 September 2020. The Appellant finally argues that it validly filed its claim before the FIFA DRC under Article 18(2) of the CHR in consideration of the following: a) no EPP review process took place in connection with the Player's first registration as a professional with Leicester and consequently, b) the Appellant did not take part in the relevant EPP review process, c) the Appellant was incorrectly not entitled to training compensation due to FIFA's failure to identify the bridge transfer. It follows that the conditions set forth in Article 18(2)(a) have been met and the Appealed Decision is flawed.
135. The First Respondent contends that the EPP review process was duly conducted in accordance with the applicable rules and that the Appellant negligently failed to exercise its rights within the prescribed time limits or use the available procedural tools, including the right to challenge the final EPP and the FIFA Determination in accordance with

Article 10(5)(b). As a result, the EPP became final and binding and is no longer subject to challenge. In any event, according to the First Respondent, no bridge transfer occurred, since the prerequisite of the two consecutive transfers was not met in the present case. Based on the information collected during the EPP review process, the Player was not registered with any club from 4 September 2020 until his registration with FDM. Therefore, only one transfer took place, which is the one between FDM and the First Respondent. In the alternative, the First Respondent disputes that the amount claimed by the Appellant as training compensation is excessive and submits that the sum due, if any, amounts to no more than EUR 274,000 under the applicable FIFA rules.

136. According to the Second Respondent, although the present appeal was formally directed against the Appealed Decision, it is substantially aimed at re-examining the final EPP, which is no longer permissible due to the applicable time limit having lapsed according to Article 18(1) of the CHR. FIFA also submits that the EPP review process was conducted in accordance with the applicable regulations; that the Appellant participated without raising any objection, that the final EPP was duly notified to all parties (including the Appellant), and that, in the absence of a timely challenge, it became final and no longer subject to appeal. In essence, the Second Respondent maintains that the Appellant must bear the consequences of its own omission or negligence and cannot challenge the merits of the outcome of the EPP review process beyond the limits set by the applicable rules.

### **The Sole Arbitrator's opinion**

137. In essence, the Appellant argues that, due to FIFA's failure to identify the relevant bridge transfer, the Player's registration with the First Respondent was erroneously recognized as an international transfer of a professional, instead of the Player's first registration as a professional. According to the Appellant, this wrong assessment deprived the Club of its entitlement to training compensation with respect to the Player.
138. Based on this reasoning, the Appellant argues that it was entitled to submit its claim before the FIFA DRC pursuant to Article 18(2) of the CHR which states as follows:

*"A club that:*

*a) did not take part in the relevant EPP review process; and*

*b) considers, as a result of a bridge transfer (cf. article 5bis of the RSPT), exchange of players or information declared by the new club or its member association (including the training category of the club) that:*

*i. it was incorrectly not entitled to any training rewards, or entitled to a less amount that should have been calculated; or*

*ii. an EPP review process should have taken place; and*

*c) considers that it is entitled to receive training compensation*

*may lodge a claim against the relevant clubs in accordance with article 27 of the Procedural Rules. The Dispute Resolution Chamber shall decide such claims”.*

139. On 12 December 2024, the FIFA Clearing House Department, on behalf of the Football Tribunal, dismissed the Appellant’s claim on procedural grounds, based on the fact that the Appellant had participated in the EPP review process which took place in relation to the transfer at the basis of its claim. Therefore, the Clearing House declined to entertain the claim, on the following grounds: *“Based on the above, in view of the fact that (1) the transfer at the basis of your claim occurred on or after 16 November 2022; and (2) your club participated in the EPP review process related to the transfer at the basis of your claim, we will proceed to the closure of claim TMS 14791”.*
140. Preliminarily, the Sole Arbitrator observes that the Appellant maintains that the refusal by the FIFA Clearing House Department to proceed with its claim amounts to a denial of justice and a violation of its right to be heard.
141. A formal denial of justice occurs if the judicial body fails to rule within a reasonable period of time on a request falling within its competence (CAS 2024/A/10878), therefore in cases of inactivity and lack of answer. In other cases, a denial of justice may also occur when the decision not to open a case is arbitrary or it offends the sense of justice and equity (CAS 2005/A/944).
142. Given that, in the present case, the decision by the FIFA Clearing House Department on behalf of the FIFA Football Tribunal not to proceed is indeed a final decision, as already mentioned above under section VIII “Admissibility” and is therefore subject to CAS jurisdiction, the Sole Arbitrator observes that based on the full power of review granted to CAS panels under Article R57 of the CAS Code, the appeal proceeding before CAS has a curing effect of procedural irregularities occurred in the previous instance:
 

*“any allegation of denial of natural justice or any defect or procedural error even in violation of the principle of due process which may have occurred at first instance, whether within the sporting body or by the Ordinary Division CAS panel, will be cured by the arbitration proceedings before the appeal panel and the appeal pane is therefore not required to consider any such allegations”*(CAS 2008/A/1574; see also Commentary on the CAS Code, Second Edition, under Article R57, pages 559 et seq.).
143. As a consequence, the relevant allegations put forward by the Appellant are considered moot.
144. Turning the attention to the substance of the appeal, the Sole Arbitrator notes that the Appellant maintains that its claim was legitimately lodged in accordance with Article 18(2) of the CHR, as it allegedly met all the relevant criteria set out therein and was therefore admissible.
145. To demonstrate compliance with the first of the requirements under Article 18(2), which concerns non-participation in the relevant EPP review process, the Appellant relies on the

line of reasoning summarized as follows:

- FIFA should have identified the Player's registration with Leicester as his first registration as a professional (rather than the international transfer of a professional), thus, generating the correct EPP and relevant reward trigger. Since this did not happen, no "relevant" EPP review process took place within the meaning of Article 18(2) lit a. Consequently, it also results that the Appellant "*did not take part in the relevant EPP process*".
- In other words, there was no EPP review process with regard to what should have been considered as the first professional registration of the Player (i.e., the registration with Leicester), consequently, the Appellant did not participate in the relevant EPP review process.

146. The Sole Arbitrator finds the Appellant's argument to be misleading and baseless.

147. In fact, such an argument fails to consider that according to the applicable CHR, a provisional EPP is generated whenever the TMS identifies an event that may trigger a training reward, being it a player's first registration as a professional or a transfer. The information available in the TMS may be incomplete or inaccurate, which can result in an error in the identification of the reward trigger. However, this will not result in a new EPP being generated; instead, the original provisional EPP will be reviewed, and amendments may be requested for that purpose. This is, in fact, the intended purpose of the EPP review process set out in Article 9 of the CHR.

148. Therefore, the generation of the EPP is a one-time process for each event that may trigger a training reward payment. The process involves the initial generation of a provisional EPP, which is subject to inspection and revision by the Secretary General and the interested parties, who may contribute to completing or correcting the information contained in the EPP and may submit requests for amendments. At the end of the review process, the Secretary General then issues the final EPP.

149. In the present case, the event in question was the Player's registration with the First Respondent on 31 January 2023, after being transferred from FDM, which generated the provisional EPP nr. 17167. Following the inspection period in accordance with Art. 8 of the CHR, the General Secretariat opened the relevant EPP review process where the Appellant was also involved, as it resulted from the information in the TMS, which is not even disputed by the Appellant.

150. Consequently, the Sole Arbitrator finds that the Appellant did take part in the relevant EPP review process within the meaning and for the purpose of Article 18.2 of the CHR. It follows that the Appellant was not entitled to lodge a claim with the DRC under Article 18.2 since the pre-condition under lit. a) was not met.

151. Therefore, the FIFA Clearing House Department correctly declined to adjudicate on the claim, and the Appealed Decision must be confirmed.



152. That being established, the Sole Arbitrator notes that the Appellant failed to take the appropriate action within the context of the EPP review process in order to protect its interests.
153. In this regard, it should be noted that in the provisional EPP, according to the information available in the TMS, it resulted that the Player had been registered for the first time as a professional with FDM from 20 January 2023 until 30 January 2023, after which he was transferred to Leicester, as a professional, on 31 January 2023. As such, a training reward trigger was identified in the international transfer of the Player as a professional from FDM to Leicester, in accordance with Article 6 of the CHR.
154. If the Appellant disagreed with the relevant registration information contained in the provisional EPP, based on an alleged bridge transfer, it should have raised its objections and requested any amendment it deemed appropriate in accordance with the applicable procedural rules and within the prescribed time limits.
155. In fact, both the inspection period (Art. 8 CHR) and the EPP review process (Art. 9 CHR) are specifically intended for verifying the completeness and correctness of the registration information, granting the interested parties participating in the process the possibility to intervene for that purpose.
156. Furthermore, Article 10.1 of the CHR provides that “*After completion of the EPP review process, the FIFA general secretariat will evaluate any request to amend registration information*”, and in situation of legal or factual complexity, the relevant evaluation may also be referred to the DRC in order to decide on the final EPP.
157. In view of the above, the Sole Arbitrator considers that the procedure governing the assessment of training reward as set out in the CHR allows factual participation to the interested parties in order to ensure the accuracy and completeness of the relevant registration information in the EPP.
158. However, the Appellant apparently maintained a passive and unconcerned attitude throughout the entire process, from the moment when the provisional EPP was generated.
159. The Appellant did not even challenge the final EPP within the granted time limit, despite having the right to do so according to Art. 18.1 in combination with Article 10.5 of the CHR.
160. In this regard, the Sole Arbitrator observes that it is not disputed that the final EPP and the FIFA Determination were duly notified to the parties, including the Appellant via TMS on 13 July 2023. Therefore, the relevant appeal should have been lodged with CAS by 3 August 2023 in accordance with Article 18.1 and 10.5(b) of the CHR, in combination with Article 57 of the FIFA Statutes. However, the Appellant failed to take action.
161. In accordance with Article 10.5(c), “*Failure to appeal by the time limit in the FIFA Statutes shall result in the EPP and the Allocation Statement to be final and binding*”.

162. As a consequence, the Appellant must bear the consequences of its negligent conduct with respect to the EPP review process and to the FIFA Determination, for failing to make use of the procedural means available within the regulatory time limits.
163. Incidentally, and for the sake of completeness, the Sole Arbitrator is of the opinion that, according to the information on file, the alleged bridge transfer could not even be established in the present case, nor did the Appellant prove otherwise, failing the requirement of the “two consecutive transfers” in accordance with the FIFA definition #24.
164. In fact, as pointed out by the First Respondent, even considering the registration information submitted by the Appellant, it would still result that the Player had not been registered with any other club since the end of his registration with the Appellant on 4 September 2020, before registering with FDM on 20 January 2023, i.e. more than 3 years later. This circumstance is incompatible with the relevant FIFA definition of “*two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity*”.

### **Conclusion**

165. In view of all the considerations above, the Sole Arbitrator finds that since it results that FIFA acted in full compliance with the applicable regulatory framework, the Appealed Decision correctly rejected the Appellant’s claim on the basis of its inadmissibility in accordance with the CHR.
166. Any further claims or requests for relief are dismissed.
167. Therefore, the Appealed Decision is confirmed, and the present appeal must be rejected

### **XI. COSTS**

(...)

\* \* \* \* \*

## **ON THESE GROUNDS**

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

1. The Appeal filed on 2 January 2025 by Sporting Club Accra against the decision issued on 12 December 2024 by the FIFA Clearing House Department on behalf of the FIFA Football Tribunal is dismissed.
2. The decision issued on 12 December 2024 by the FIFA Clearing House Department on behalf of the FIFA Football Tribunal is confirmed.
3. (...).
4. (...).
5. (...).
6. All other motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 11 November 2025

## **THE COURT OF ARBITRATION FOR SPORT**

Fabio Iudica  
Sole Arbitrator