

CAS 2025/A/11852 FC Olexandriya v. FC Polissya

AWARD

Delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Wouter Lambrecht, Attorney-at-law, Geneva, Switzerland

in the arbitration between

FC Olexandriya, Oleksandriya city, Ukraine

Represented by Ms Yuliya Bogdanova, Attorney-at-law, Ukraine

- Appellant -

against

FC Polissya, Zhytomyr, Ukraine

Represented by Ms Maryia Zhurava and Mr Mikhail Zaleuski, Attorneys-at-law, FREE SPOrT,
Warsaw, Poland

- Respondent -

I. THE PARTIES

1. FC Olexandriya, (the "**Appellant**" or "**Olexandriya**") is a professional football club with its registered seat in Oleksandriya, Ukraine. It is affiliated to the Ukrainian Association of Football (the "**UAF**") which in turn is affiliated to the Fédération Internationale de Football Association ("**FIFA**"). During the 2024/2025 sporting season, the Appellant competed in the Ukrainian Premier League, the top division of Ukrainian football, finishing as runner-up.
2. FC Polissya (the "**Respondent**" or "**Polissya**") is a professional football club with its registered seat in Zhytomyr, Ukraine. It is affiliated to the UAF which in turn is affiliated to FIFA. During the 2024/2025 sporting season, the Respondent competed in the Ukrainian Premier League, the top division of Ukrainian football, finishing fifth.
3. The Appellant and the Respondent are together referred to as the "**Parties**", and individually as a "**Party**" when referenced separately.

II. FACTS

A. Introduction

4. The summary below contains the principal facts relevant to the present dispute, as established on the basis of the Parties' written and oral submissions and the documents filed in these proceedings including the materials from the proceedings before the UAF Dispute Resolution Chamber (the "**UAF DRC**"). This summary is included for the sole purpose of setting out the factual background to the dispute. Additional facts may be referred to, where relevant, in the legal discussion below.

B. Background

5. On 1 June 2021, Olexandriya and the player Emil Ramil Ogli Mustafayev, born on 24 September 2001 (the "**Player**"), entered an employment contract valid until 31 May 2023 (the "**Contract**"). The parties subsequently extended the term of the Contract until 5 June 2023 by means of Addendum No. 4 executed on 30 May 2023.
6. In addition to the Contract and Addendum No. 4, the Parties also executed two further addenda regulating the Player's remuneration.
7. Under an addendum dated 1 June 2021, the Player's monthly salary was set at UAH 20,000. Under a further addendum dated 10 June 2022, the Player's monthly salary was set at UAH 75,000 with effect from 1 July 2021 (**NB: The Respondent does not dispute the existence of the contractual documentation but contests its relevance for the dispute hand**).
8. On 1 July 2023, the Player was registered with Polissya. Such registration triggered an obligation to pay training compensation under the applicable regulations of the UAF.

9. On 26 September 2023, Olexandriya sent a written request to Polissya seeking training compensation in the amount of UAH 7,145,870.40, including VAT, and default interest at a rate of 5% per annum accruing from 1 August 2023 until the date of effective payment.
10. The amount claimed by Olexandriya was based on the Player's remuneration, including bonuses, during the final twelve months of his employment, multiplied by the applicable coefficient (4) under the UAF regulations.
11. On 2 October 2023, Polissya replied to that request. While it disputed Olexandriya's calculation basis and the amount claimed, Polissya did accept that training compensation was payable and proposed to pay a lower amount.
12. On 19 October 2023, Olexandriya filed a claim before the UAF Dispute Resolution Chamber ("**DRC**") seeking payment of training compensation.
13. On 2 November 2023, Polissya paid Olexandriya the amount of UAH 1,343,927.80 as confirmed by a copy of the Information Notice on Fund Transfer No. 1730 dated 2 November 2023. The Parties agree that such payment was made. They disagree, however, as to its legal effect: Olexandriya considers it to be a partial payment only, whereas Polissya maintains it represented the full amount of training compensation due.
14. By a ruling dated 20 November 2023, the UAF DRC opened proceedings under case No. 362/11/2023 and invited Polissya to submit its position. Polissya subsequently filed a response requesting the dismissal of the claim.
15. During the proceedings before the UAF DRC, Olexandriya reduced its claim to UAH 4,610,965.20, considering the payment already received from Polissya, while maintaining its request for interest.
 - On the amount of UAH 5,954,892.00 from 1 August 2023 to 2 November 2023;
 - On the amount of UAH 4,610,965.20 from 3 November 2023 until the date of actual payment.
16. In 2024 and 2025, the UAF DRC issued various procedural rulings, held hearings, requested additional submissions, admitted supplementary evidence and heard the Parties' representatives and certain witnesses.
17. Throughout this procedure Olexandriya submitted various documents and materials intended to substantiate the remuneration allegedly paid to the Player during the relevant twelve-month period preceding the expiration of the Contract. Those materials included salary certificates, payment instructions, internal handwritten records, cash payment vouchers, a video, expert handwriting reports and witness evidence.
18. At the same time, Polissya, throughout the procedure challenged the evidentiary value and admissibility of a substantial part of those materials. More precisely, on 3 March

2025, Polissya specifically argued that pursuant to the UAF Regulations, only documents complying with the requirements applicable to **primary accounting documents** under Ukrainian law could validly support the calculation of any further training compensation.

19. On 5 March 2025, the UAF DRC issued a reading stating as follows:

“[...]

4. *The **written explanations** submitted by LLC “Football Club Polissya” (Outgoing No. 28 dated 03 March 2025), regarding the admissibility of evidence submitted by LLC “Football Club Olexandriya”, **shall be included** in the case materials.*

5. *In order to ensure a comprehensive, complete and objective examination of the case, LLC “Football Club Olexandriya” shall be granted a time limit **until 02 May 2025 (inclusive)** to submit to the Chamber its written explanations regarding the written explanations of LLC “Football Club. [...]*”

20. By ruling dated 26 May 2025, the UAF DRC scheduled the matter for determination on 28 May 2025.
21. On 28 May 2025, the UAF DRC rendered its decision in case No. 362/11/2023 (the “**Appealed Decision**”) the grounds of which were communicated to the Parties on 25 September 2025.
22. In the operative part of the Appealed Decision, the UAF DRC dismissed Olexandriya’s claim in its entirety.
23. In substance, the UAF DRC held that although Polissya had acknowledged in principle its obligation to pay training compensation and had already paid UAH 1,343,927.80, Olexandriya had failed to establish its entitlement to any additional amount.
24. More specifically, the UAF DRC considered that, in a dispute concerning the amount of training compensation, the relevant remuneration had to be proven by means of reliable and admissible *primary accounting documents* complying with the requirements of Ukrainian law. In its view, several items of evidence relied upon by Olexandriya, including handwritten notebook records, video materials and certain cash payment documents, did not satisfy that standard requirement and therefore could not, in light of the disagreement between the Parties, serve as a valid basis for the calculation of training compensation.
25. The UAF DRC accepted that the documentation corresponding to the amount already paid by Polissya was sufficient but found that no further proven remuneration had been established beyond such sum.
26. Accordingly, the UAF DRC concluded that Olexandriya had not discharged its burden of proof in respect of the additional amount claimed and dismissed the claim in full.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

27. On 16 October 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) against the UAF and Polissya, challenging the Appealed Decision, this pursuant to Articles R47 and R48 of the Code of Sports-related Arbitration ed. 1 July 2025 (the “CAS Code”). In its Statement of Appeal, the Appellant proposed the case be submitted to a sole arbitrator and proposed to appoint Wouter Lambrecht.
28. On 21 October 2025, the CAS Court Office acknowledged receipt of the Statement of Appeal and *inter alia* invited the Respondents to state their position on Appellant’s request and proposal for a sole arbitrator to be appointed.
29. On 27 October 2025, the UAF informed the CAS Court Office that it had acted solely as adjudicating body in the first instance proceedings and requested to be excluded from the arbitration.
30. On the same date, Polissya *inter alia* agreed to submit the matter to a sole arbitrator and accepted to appoint Wouter Lambrecht as Sole Arbitrator in the case at hand.
31. On 2 November 2025, the Appellant withdrew its appeal insofar as directed against the UAF.
32. On 4 November 2025, the CAS Court Office took note of such withdrawal and confirmed that the UAF was no longer a party to the proceedings.
33. On 6 November 2025, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code, this within the extended deadline, previously extended.
34. On 27 November 2025, the Respondent filed its Answer within the prescribed time limit, as previously extended.
35. By letter dated 6 January 2026, the CAS Court Office transmitted to the Parties the Acceptance and Statement of Independence completed by Mr Wouter Lambrecht, who, based on the agreement of the Parties, had been nominated as Sole Arbitrator by the President of the CAS Appeals Arbitration Division. In his declaration, Mr Wouter Lambrecht disclosed that he was the General Counsel of the association of European Football Clubs (EFC), formerly known as the European Club Association (ECA), and that both Parties were members of that organisation. The Parties were reminded that, pursuant to Article R34 of the CAS Code, any challenge had to be brought within seven days after the relevant grounds became known.
36. On 16 January 2026, considering no challenges had been filed, the CAS Court Office notified the Parties pursuant to Article R54 of the CAS Code and on behalf of the President of the CAS Appeals Arbitration Division, that the Panel appointed to decide the present appeal had been constituted as follows:

Sole Arbitrator: Mr Wouter Lambrecht, Attorney-at-Law in Geneva, Switzerland.

37. By letter dated 5 February 2026 and after due consultation with the Parties, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing by videoconference and invited them to state their availability.
38. On 17 February 2026, the CAS Court Office, on behalf of the Sole Arbitrator, and considering the Parties' availabilities, confirmed a hearing by videoconference on 4 March 2026.
39. On 19 February 2026, the CAS Court Office issued an Order of Procedure, which was subsequently signed and returned by the Appellant on 23 February 2026 and by the Respondent on 25 February 2026.
40. On 4 March 2026, a hearing was held by videoconference. In addition to the Sole Arbitrator and Ms Pauline Pellaux, CAS Counsel, the following persons attended the hearing:

For the Appellant:

- Ms Yuliya Bogdanova, counsel
- Ms Yanina Kuchanska, witness
- Ms Yulia Kurienkova, interpreter

For the Respondent:

- Ms Mariya Zhurawa, counsel
 - Mr Mikhail Zaleuski, counsel
 - Mr Sergey Tsurgan, counsel
 - Ms Tetiana Aleynikova, counsel
41. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution of the Panel nor to the way the proceedings had been conducted leading up to the hearing. The Parties were given ample opportunity to present their case, make their arguments, question the witness and answer the questions posed by the Sole Arbitrator. At the conclusion of the hearing, the Parties expressly confirmed that their right to be heard and to be treated equally had been fully respected.
 42. On 19 March 2026, the Respondent, pursuant to Article R44.3 of the CAS Code was invited to file any documents (contract with all its exhibits, pay slips, etc.) establishing the salary of the Player upon joining the Respondent.
 43. On 25 March 2026, the Respondent filed the requested documentation, which was communicated to the Appellant. The Parties were granted the opportunity to submit observations strictly limited to such documentation by 2 April 2026.
 44. On 30 March 2026, the Appellant filed some observations.

45. By letter dated 7 April 2026, the CAS Court Office noted that no further comments had been received from the Respondent within the prescribed deadline and, on behalf of the Sole Arbitrator, declared the evidentiary proceedings closed.

IV. SUBMISSION OF THE PARTIES

A. The Appellant

46. In its Statement of Appeal and Appeal Brief, the Appellant requested that the Appealed Decision be set aside and that the Respondent be ordered to pay outstanding training compensation in the amount of UAH 4,610,965.20, together with interest and costs.
47. As a preliminary matter, the Appellant submitted that the UAF DRC erred by adopting an excessively formalistic approach to the assessment of evidence. According to the Appellant, the UAF DRC erroneously considered the so-called “*primary accounting documents*” as the exclusive means of proving payments made to the Player and, in doing so, disregarded other relevant documentary and testimonial evidence.
48. The Appellant argues that such approach was contrary to the applicable UAF Regulations on the Status and Transfer of Players (“**UAF RSTP**”) and to the evidentiary rules contained in the Regulations of the UAF DRC (“**UAF DRC Regulations**”), which, according to the Appellant, do not establish any hierarchy of evidence and permit the submission of all evidence capable of establishing the relevant facts, including written statements, certificates, witness testimony, expert opinions, audio-visual material and other relevant documents. In doing so, the UAF DRC, according to the Appellant, also applied the wrong standard of proof in that given the financial nature of the dispute, the UAF DRC should have applied the balance of probabilities’ standard and not the one of comfortable satisfaction.
49. On the merits, the Appellant submitted that the Player was registered with the Appellant during the season in which he turned 21 years old and subsequently registered with the Respondent on 1 July 2023, i.e. before the end of the season in which he turned 23. Therefore, pursuant to the UAF RSTP, the Respondent became liable to pay training compensation to the Appellant.
50. The Appellant maintained that, under the relevant UAF RSTP, training compensation is to be calculated on the basis of the total salary and bonuses accrued and/or paid to the player during the final twelve months of his registration with the former club, multiplied by the applicable age coefficient set out in the UAF RSTP. In the present case, the relevant coefficient was four (4).
51. The Appellant contended that during the relevant twelve-month period, the Player received a total remuneration of UAH 1,488,723.00, composed, as per the Appellant’s Salary Certificates (“SC”) 1 to 3: SC1: UAH 222,733.28 net (UAH 276,687.29 gross) as salary paid under the employment contract, SC2: UAH 617,700.00 as payments under the additional agreement dated 10 June 2022, and SC3: UAH 648,300.00 as bonuses.

[NB: the actual sum of the three amounts mentioned here is slightly higher and equal to UAH 1,488,733.28]. Applying the coefficient of four (4), the total training compensation allegedly due would amount to UAH 5,954,892.00.

52. The Appellant explained that its initial claim also included VAT at a rate of 20%, bringing the total amount originally claimed to UAH 7,145,870.40, but that its claim was subsequently reduced after the Respondent's partial payment. Namely, the Appellant acknowledged that the Respondent made a partial payment of UAH 1,343,927.80 on 2 November 2023. After deducting said partial payment from the principal amount of UAH 5,954,892.00, and no longer requesting VAT, the outstanding balance allegedly due according to the Appellant equalled UAH 4,610,965.20 [NB: if one deducts the partial payment from the principal amount, the difference is UAH 4,610,964.20].
53. In support of the amount claimed, the Appellant relied on several categories of evidence submitted during the national proceedings and again in the present arbitration, including:
 - the Contract concluded with the Player and subsequent addenda;
 - a certificate indicating that the Player's income between June 2022 and May 2023 under the basic contract amounted to UAH 276,687.29 gross (UAH 222,733.28 net payable);
 - a consolidated certificate setting out monthly remuneration totals and aggregating the sums of UAH 1,488,723.00 for the relevant period;
 - bank payment instructions relating to amounts transferred to the Player;
 - extracts from wage ledgers and internal payment records concerning cash payments;
 - cash disbursement orders relating to bonuses;
 - handwritten notebooks allegedly recording payments acknowledged by the Player;
 - video material showing the club's internal payroll documentation;
 - private handwriting experts' analysis reports concluding that the signatures appearing on certain notebooks and cash orders were made by the Player; and
 - witness evidence from the club cashier.
54. The Appellant emphasised that the certificates submitted were signed by club officials and stamped with the club seal, and that the amounts reflected therein correspond with the underlying payment records and supporting schedules produced in the file.
55. The Appellant further argued that the UAF DRC had no proper basis to reject the claim solely for lack of specific accounting forms, particularly after having admitted and examined the various items of evidence produced during the proceedings, let alone

without first requesting any supplementary documents or clarifications from the Appellant. Consequently, it was contradictory and procedurally unfair for the UAF DRC to dismiss the claim on the basis that such documents had not been submitted.

56. The Appellant also submitted that the decisive factual issue was whether the Player actually received the relevant sums, not whether each payment was documented in a particular accounting format under Ukrainian law. In the Appellant's view, the evidence on file demonstrates, far above the applicable standard of proof of balance of probabilities, that the Player received the amounts claimed.
57. The Appellant further submitted that the handwriting reports corroborate the authenticity of the Player's signatures on a number of payment acknowledgments, thereby reinforcing the reliability of the documentary record relied upon by the Appellant.
58. Based on these arguments, the Appellant submitted the following requests for relief:

"1. Annul the decision issued by the UAF DRC on 28 May 2025.

2. Order FC "Polissya" to pay to FC "Oleksandriya" a training compensation regarding the player Emil Ramil Ogli Mustafayev, born on 24.09.2001, in the amount of UAH 4,610,965.20 (four million six hundred ten thousand nine hundred sixty-five hryvnias and 20 kop).

3. Order FC "Polissya" to pay to FC "Oleksandriya" an interest for the late compliance with its financial obligations, to be calculated as follows:

- *5% annual interest on the amount of UAH 5,954,892.00 (five million nine hundred fifty-four thousand eight hundred ninety-two hryvnias, 00 kop), accruing from 01.08.2023 until 02.11.2023;*
- *5% annual interest on the amount of UAH 4,610,965.20 four million six hundred ten thousand nine hundred sixty-five hryvnias and 20 kops.), accruing from 03.11.2023 until the date of effective payment of the debt in full;*

4. Order FC "Polissya" to bear all costs of the present proceedings.

5. Order FC "Polissya" to pay to the Appellant a contribution towards its legal and other costs, in an amount to be determined at the Sole Arbitrator's discretion.

B. The Respondent

59. The Respondent does not dispute, in principle, that its registration of the Player gave rise to an obligation to pay training compensation. It maintains, however, that the only issue in dispute concerns the proper calculation basis of the training compensation payable and the evidence capable of substantiating the Player's remuneration as invoked by the Appellant.

60. According to the Respondent, under the applicable UAF regulatory framework, the amount of training compensation must be determined exclusively on the basis of the remuneration duly proven by primary accounting records and supporting documents compliant with Ukrainian law. It therefore rejects the Appellant's reliance on documents which, in its view, do not meet the required standard.
61. The Respondent further argues that the Appellant failed to produce any primary accounting documents that evidence the actual disbursement of the alleged payments contained in the notebook and submits that the documentation produced by the Appellant, mainly consists of unilateral internal records and that, even where certain documents could be considered primary accounting documents, such as the cash payment vouchers, they lacked the formal requisites required under Ukrainian accounting legislation, such as the company name, document title, creation date, identification of the responsible official, necessary signatures, and other mandatory requisites.
62. The Respondent further submits that the UAF DRC correctly applied the standard of proof of comfortable satisfaction, which it considers consistent with CAS jurisprudence in regulatory and compensation-related disputes. In any event, the Respondent argues that the Appellant's evidence would fail even under the lower standard of a balance of probabilities.
63. The Respondent contends that the UAF DRC carried out a complete and objective assessment of the evidence, examining each item individually and in conjunction with the evidentiary record as a whole, with due regard to its relevance, admissibility, reliability and sufficiency. It therefore denies that the UAF DRC adopted any unlawful or excessively formalistic approach.
64. In particular, the Respondent maintained that the UAF DRC – by virtue of the *lex specialis* principle set out in Article 4 of the Annex 1 of the UAF RSTP – was entitled to attach decisive weight to the absence of primary accounting documentation complying with the applicable legal requirements and to disregard documents which could not reliably establish the accrual or payment of the Player's remuneration. The Respondent further submitted that the UAF DRC was not required to request such primary accounting documents under the relevant provision and that, in any event, the Appellant had already been given the opportunity, by means of the ruling dated 21 August 2024, to submit any documents it wished in support of its claim.
65. As to the contractual basis of the alleged remuneration, the Respondent notes that, although the original employment contract and Addendum No. 4 were registered with the relevant league authorities, the addenda dated 1 June 2021 and 10 June 2022, which allegedly increased the Player's remuneration, were never registered. According to the Respondent, this circumstance undermines the reliability and enforceability of the salary increases relied upon by the Appellant.
66. The Respondent particularly emphasised that the addendum dated 10 June 2022 purportedly increased the Player's monthly remuneration to UAH 75,000 with

retroactive effect from 1 July 2021, i.e. approximately one year before its execution. In its submission, such retroactive amendment further weakens the credibility of the remuneration structure advanced by the Appellant. The Respondent additionally argues that the timing and structure of that addendum cast doubt on whether the alleged remuneration was genuinely agreed and implemented during the relevant contractual period.

67. The Respondent disputed the evidentiary value of many of the documents produced by the Appellant, including handwritten “grid notebooks”, internal summaries, extracts from wage ledgers, and similar unilateral internal records. According to the Respondent, those materials are not *primary accounting documents* and do not reliably establish either accrued remuneration or actual payment to the Player.
68. With regard to the video material filed by the Appellant, the Respondent submitted that it merely demonstrated the existence of notebooks or records but did not prove the accuracy of their contents or the actual disbursement of any sums to the Player.
69. The Respondent further argued that several banking documents produced by the Appellant did not demonstrate with certainty that the alleged transfers were made by or on behalf of the Appellant, nor that they were connected specifically to the Player’s remuneration. In its view, such documents are incomplete, ambiguous or insufficiently linked to the amounts claimed.
70. As to the cash vouchers relied upon by the Appellant, the Respondent submitted that, even if some of them formally resemble accounting documents, they contained material deficiencies, including missing signatures and missing mandatory requisites. It also relied on the testimony allegedly given before the UAF DRC by the Appellant’s own cashier, according to which certain transactions were not recorded in the official cash register or accounting system. The Respondent submitted that such circumstances further undermined the reliability, traceability and evidentiary value of the alleged cash payments.
71. On that basis, the Respondent maintained that the only remuneration duly established for the relevant twelve-month period leading up to the expiration amounted to UAH 276,687.29 gross, as established by the actual salary certificate.
72. Applying the relevant coefficient of times 4 to that proven remuneration, the due interests at a rate of 5% p.a. from 1 August 2023 till 2 November 2023 equalling UAH 13,190.2 and 20% VAT, the training compensation due to the Appellant amounted to UAH 1,343,927.80; an amount which it voluntarily paid to the Appellant on 2 November 2023 in good faith and in full compliance with the applicable regulations.
73. As to the expert opinions filed by the Appellant, the Respondent argued that such opinions were commissioned unilaterally by the Appellant, not collected in accordance with Ukrainian law and submitted solely based on documents of the which the authenticity was not ensured. In its view, this affects their independence and limits their probative value.

74. In addition, the Respondent submitted that the handwriting examination of the Player's signature was carried out largely on copies of documents whose authenticity had not been independently established. Accordingly, the Respondent disputed both their admissibility and their evidentiary weight.
75. The Respondent also argued that the prior domestic case law invoked by the Appellant is not decisive in the present matter, since this dispute does not concern the existence of an obligation to pay training compensation, but solely relates to the proof of the amount that allegedly exceeds the amount already paid. In the Respondent's view, the circumstances of the domestic decisions relied upon by the Appellant differ materially from the present dispute and cannot override the evidentiary deficiencies identified by the UAF DRC in this case.
76. In light of the foregoing, the Respondent submitted the following requests for relief in its Answer:
- "1. Dismiss the appeal filed on 16 October 2025 by Football Club "Olexandriya" LLC with respect to the decision issued on 28 May 2025 by the Dispute Resolution Chamber of the Ukrainian Association of Football.*
- 2. Confirm the decision issued on 28 May 2025 by the Dispute Resolution Chamber of the Ukrainian Association of Football.*
- 3. Condemn the Appellant, as the sole responsible for the present procedure, to bear all proceeding costs, as well as to contribute towards the expenses incurred by the Respondent."*

V. JURISDICTION

77. Under Article R47 of the CAS Code, CAS has jurisdiction to hear appeals against decisions of federations or sports-related bodies where such jurisdiction is provided for in their statutes or regulations.
78. Article 53 para. 2 of the Statutes of the UAF edition 2020 ("UAF Statutes") provides that decisions taken by the UAF Appeals Committee and the UAF DRC are final and binding, and that *"The appeals against such decisions may be lodged only before Court of Arbitration for Sport in Lausanne (Switzerland) within the order established by these UAF Statutes, UAF Disciplinary Rules and Code of Arbitration for Sport (Lausanne, Switzerland)"*.
79. Article 59 para. 1 of the UAF DRC Regulations further provides that *"A decision of the Chamber may be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland, within twenty-one (21) days from the date on which the decision with grounds is received by the party"*.
80. Besides, neither Party objected CAS' jurisdiction during the present proceedings and signed the Order of Procedure.

81. Accordingly, the Sole Arbitrator finds that CAS has jurisdiction to hear and decide the present dispute.

VI. ADMISSIBILITY

82. In the present matter, the Appealed Decision expressly stated that an appeal could be lodged before the CAS within twenty-one (21) days from receipt of the full grounds of the decision.
83. This remedy is likewise confirmed by Article 59 para. 1 of the UAF DRC Regulations as quoted directly above.
84. The Sole Arbitrator notes that the grounds of the Appealed Decision were received by the Appellant on 25 September 2025. The Appellant then filed its Statement of Appeal on 16 October 2025, i.e. within the applicable twenty-one-day deadline.
85. Furthermore, the Appellant paid the CAS Court Office fee and subsequently filed its Appeal Brief within the time limit granted by the CAS Court Office.
86. The Appeal therefore complies with Articles R47, R48 and R51 of the CAS Code.
87. The Respondent did not raise any objections regarding the admissibility of the present proceedings.
88. In light of the above, the appeal is admissible.

VII. APPLICABLE LAW

89. Article R58 of the CAS Code provides as follows:

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

90. In this respect, it must be noted that Article 4 of the UAF DRC Regulations – which is publicly available - reads as follows:

“1. When considering cases, the DRC shall apply the statutory and regulatory documents of the UAF, the Sectoral Agreement on Professional Football in Ukraine, collective agreements, and contracts (in particular, employment contracts and other contracts) together with all annexes, concluded by football entities.

2. If the documents referred to in paragraph 1 of this article do not contain provisions that may be applied when considering a dispute, the Chamber shall apply the Statutes, FIFA's regulatory documents, as well as the dispute resolution practice of FIFA and the CAS by analogy and in accordance with the principles of legality and fairness.

3. If, following the application of paragraphs one and two of this article, the matter in dispute remains unresolved, the Chamber shall apply the laws of Ukraine to resolve the matter."

91. In line with the above, the Appealed Decision reads as follows in its relevant paragraph on applicable law:

"75. The Player was with the Claimant from 1 June 2021 to 5 June 2023 (the duration of the main Contract, taking into account Addendum No. 4). For the purpose of calculating the amount of training compensation for a professional player, the last 12 months spent at the training club play a decisive role, which, for the purposes of this case, is the period from 1 June 2022 to 30 May 2023. Considering that at the time the obligation to pay training compensation arose—i.e., on the date of conclusion of the contract between the Player and the Respondent (1 July 2023)—the applicable UAF Regulations on the Status and Transfer of Players were those in the 2021 edition, the Chamber considers that the provisions of the 2021 edition must be applied in resolving this dispute.

76. Moreover, taking into account that the UAF is a member of international football organisations, in particular FIFA, the Chamber, in adjudicating the substance of the dispute between the Claimant and the Respondent, shall also take into consideration the provisions of precedent-setting decisions of the judicial bodies of these organisations, as well as the case law of the Court of Arbitration for Sport (CAS), Lausanne."

92. Finally, in his Answer, the Respondent submitted the following in relation to the applicable law:

"19. The approach taken by the Chamber within the resolution of the case at hand corresponds to the Article 4 of the DRC Regulation which provide that: (i) Ukrainian Association of Football statutes and regulations apply as the primary source of law; (ii) subsidiarily, FIFA regulations and the jurisprudence of FIFA and CAS apply by analogy; and (iii) where the matter remains unresolved Ukrainian law (paras 30-31 of the Appealed Decision).

20. As evidenced by the Appeal Brief, the Appellant has invoked the same sequence of regulatory sources in its argumentation.

21. Accordingly, and in line with the mentioned Article 58 of the CAS Code, the Respondent submits that the dispute on the merits should be resolved first and foremost under the Ukrainian Association of Football regulatory framework, supplemented, where necessary, by FIFA regulations and FIFA and CAS jurisprudence, and ultimately

by Ukrainian substantive law insofar as the matter is not governed by sports regulations.”

93. Considering the above, the Sole Arbitrator shall first and foremost apply the material applicable regulations of the UAF, i.e. the UAF Statutes ed. 2000 and the UAF RSTP ed. 2021.
94. Moreover, in adjudicating the substance of the dispute, the Sole Arbitrator, where necessary, shall also apply the FIFA regulations and take guidance from the case law of FIFA and the CAS. To the extent necessary for matters not governed by the above regulations or case law, Ukrainian law shall apply subsidiarily.
95. As for the procedural aspects of these arbitration proceedings, Chapter 12 of the Swiss Private International Law Act (PILA) and the CAS Code shall apply.

VIII. MERITS

C. Standard of Proof

96. It is not disputed between the Parties that the Appellant bears the burden of proof to establish the remuneration it paid to the Player in the relevant 12-months prior to the Contract expiring. However, the Parties disagree as to the standard according to which the Appellant must prove these particular facts. Besides, the Parties also disagree as to how Article 4 of Annexe 1 to the UAF RSTP should apply regarding the taking of evidence.
97. As regards the standard of proof, the Appellant expressly criticised the UAF DRC’s reliance on the “comfortable satisfaction” standard drawn from CAS jurisprudence and submitted that this purely pecuniary dispute should have been, and should now be, assessed on the balance of probabilities. The Respondent, by contrast, endorsed the comfortable satisfaction standard applied by the UAF DRC in the Appealed Decision.
98. In this respect, the Sole Arbitrator observes that the Appealed Decision reads as follows in its pertinent paragraph:

*“77. The Chamber assesses the evidence in the case based on its **own inner conviction**, formed through the direct, comprehensive, complete, and objective examination of such evidence. No item of evidence has predetermined value or priority for the Chamber. The Chamber evaluates the relevance, admissibility, and credibility of each piece of evidence individually, as well as the sufficiency and interrelation of all the evidence considered as a whole”*

[...]

90. Accordingly, the burden of proof in the present case rests with the Claimant, who has requested the recovery from the Respondent of training compensation in the amount of UAH 4,610,965.20. The Claimant must substantiate the validity of this claim with

relevant and admissible evidence that complies with the applicable legislation of Ukraine and the UAF Regulations on the Status and Transfer of Players. Moreover, the materials submitted must convince the Chamber of the truthfulness and sufficiency of the alleged facts to a level of “comfortable satisfaction,” which is the standard employed by CAS in evaluating evidence.

*91. The Chamber assesses the evidence based on its **inner conviction**, formed through the direct, comprehensive, full, and objective examination of such evidence. No piece of evidence has any pre-established probative value. The Chamber evaluates both the relevance, admissibility, and credibility of each item individually, and the sufficiency and interrelation of all the evidence taken as a whole.” (emphasis added)*

99. This notion “*inner conviction*” as contained in the Appealed Decision, must stem from Article 20.6 of the UAF DRC Regulations – which in its undisputed translation – reads as follows:

*“The Chamber must thoroughly examine and assess all evidence submitted in the case in the manner it deems appropriate. The assessment is made based on **the personal knowledge and conviction** of the Chamber members, grounded in a comprehensive, full and objective review.” (emphasises added)*

100. According to the Sole Arbitrator, the notion “*inner conviction*” must thus be understood as equivalent to “*personal knowledge and conviction*” or “personal conviction”, which was the term used in the 2011 and 2017 editions of the FIFA Disciplinary Code – and which has been recognised as an alternative expression most akin to the notion of comfortable satisfaction (cfr. A. RIGOZZI AND B. QUINN, *Evidentiary issues before CAS*, in *International Sports Law and the Jurisprudence of the CAS*, 4th Conference CAS & SAV/FSA Lausanne 2012, ed. MICHELE BERNASCONI, page 26.)
101. Accordingly, the Sole Arbitrator considers that the reference to “*inner convictions*” in the Appealed Decision is taken from the notion “*personal conviction*” in the UAF DRC Regulations which constitutes a reference akin to that of comfortable satisfaction, which shall thus be applied by the Sole Arbitrator.
102. For the sake of completeness, and even if no reference to an applicable standard of proof would have been contained in the UAF regulations, be it expressly or more indirectly, as explained above, the Sole Arbitrator would still have reached the same outcome as to the applicable standard of proof to be applied.
103. More precisely, and with reference to the Chapter on Applicable law, in case the UAF regulations were to remain silent on a matter, quod-non, the Sole Arbitrator can also take guidance from the FIFA regulations and the FIFA and CAS case law.
104. While the Sole Arbitrator acknowledges the Appellant’s position that the balance of probabilities would ordinarily apply in purely financial disputes, he observes that CAS jurisprudence in football regulatory matters — including disputes relating to training compensation — frequently applies the standard of comfortable satisfaction. In

particular, CAS panels have considered that where the dispute concerns regulatory entitlements grounded in football rules and requires an assessment of the reliability of complex evidentiary records, the standard of comfortable satisfaction may be appropriate.

105. In this respect, reference can be made to CAS 2021/A/7630, where the Sole Arbitrator, at para. 90 to 92 confirmed that the standard of “comfortable satisfaction” is commonly applied in CAS proceedings and is equivalent to the “personal conviction” standard used in FIFA proceedings.
106. As such, even if there would have been no (in)direct reference to the applicable standard of proof in the relevant UAF regulations, the Sole Arbitrator would still have applied the standard of comfortable satisfaction.
107. Finally, the Sole Arbitrator observes that CAS jurisprudence has repeatedly recognised that the comfortable satisfaction standard is not a rigid threshold, but a flexible standard depending on the seriousness of the allegation and the consequences attached to the finding. Where the dispute concerns accounting records, payroll evidence and payment documentation, the practical task remains the same: to evaluate the reliability, consistency and overall persuasive force of the evidence.
108. Accordingly, in the specific circumstances of this case, the decisive question is whether the evidentiary record as a whole sufficiently demonstrates, to the comfortable satisfaction of the Sole Arbitrator, and considering the evidentiary means available to the Parties as per the UAF regulations (*infra*), the actual remuneration paid to the Player during the relevant period. This question shall be addressed directly below.

D. Entitlement to Training Compensation

109. The Parties agree that the Player was registered with the Appellant during the season in which he turned 21 years old and that he was subsequently registered with the Respondent on 1 July 2023, i.e. before the end of the season in which he turned 23.
110. It is further undisputed that, under the applicable UAF regulations, such transfer of registration gave rise in principle to an obligation on the part of the Respondent to pay training compensation to the Appellant.
111. Accordingly, the Sole Arbitrator finds that the existence of an obligation to pay training compensation is not in dispute. The disagreement between the Parties relates exclusively to the proper amount of such compensation and whether the Respondent’s payment of UAH 1,343,927.80 fully discharged that obligation. This question shall be answered by analysing the applicable framework.

E. Applicable Method of Calculation

112. The applicable framework is set out in the Regulations of the Ukrainian Association of Football on the Status and Transfer of Players (2021 edition) (the “UAF RSTP”), in particular in its Article 4 of Annex 1 and its Article 6 of Annex 4.

113. Pursuant to Article 4 para. 1 of Annex 1 to the UAF RSTP:

“Compensation for the training of a professional player must correspond to the total amount of salary and bonuses accrued during the last 12 months of contractual employment (including the period during which the player was on loan), multiplied by the age coefficient. The total accrued salary and bonuses must be confirmed by monthly payroll statements and payment records with corresponding proof of receipt and/or a salary certificate containing the relevant data.”

114. In addition, Article 6 para. 1 of Annex 4 to the UAF RSTP establishes age-based coefficients applicable to the calculation. In the present case, it is undisputed between the Parties that the relevant coefficient is four (4), corresponding to the season in which the Player reached the age of 21.

115. The Parties disagree, however, as to the remuneration to be taken into account for the final twelve months of the Player’s registration with the Appellant, to which this coefficient would then apply.

116. The Appellant relies on a total remuneration figure of UAH 1,488,723.00, comprising salary under the original contract, additional salary under the addendum dated 10 June 2022 and bonuses. The Respondent submits that only UAH 276,687.29 has been sufficiently proven.

117. The resolution of this disagreement thus depends on the assessment of the evidence submitted in light of the evidentiary framework set out in Article 4 paras. 1, 4 and 5 of Annex 1 to the UAF RSTP, which reads as follows:

“1. Compensation for the training of a professional player must correspond to the total amount of salary and bonuses accrued during the last 12 months of contractual employment (including the period during which the player was on loan), multiplied by the age coefficient. The total accrued salary and bonuses must be confirmed by monthly payroll statements and payment records with corresponding proof of receipt and/or a salary certificate containing the relevant data.

[...]

4. The salary certificate for a professional player must be signed by the club’s director and chief accountant and sealed with the club’s stamp. If the player was on loan, such certificate for the months worked shall be issued by the loaning club. If, during the loan period, the original club continued to pay the player’s salary or bonuses, those amounts

shall also be included in the total salary and bonus calculation for the last 12 months of the player's employment.

5. In the event of a dispute regarding the compensation amount, including the details of salary and bonus accruals and payments, the competent UAF body has the right to request, and the club is obliged to provide, primary accounting documents as defined by Ukrainian law, which confirm the accrual and payment of the relevant amounts to the player, in accordance with current legislation.”

F. Evidentiary measures & assessment of the Evidence

118. At the outset, the Sole Arbitrator notes that the provisions quoted above do not identify a single category of evidence as determinative for establishing the relevant remuneration for the purpose of calculating training compensation.
119. Article 4 of Annex 1 to the UAF RSTP refers to several types of documentary evidence but does not establish any hierarchy among them. In particular, Article 4 paras. 1, 4 and 5 identify examples of supporting documentation, without requiring remuneration to be proven exclusively by primary accounting documents. Nor do those provisions state that in the absence of primary accounting documents, other evidence must be disregarded where the parties dispute the amount of training compensation payable. The Sole Arbitrator therefore disagrees with the Appealed Decision and the Respondent's submissions insofar as they suggest that without primary accounting documents (as defined by Ukrainian law) to support the contested remuneration, the Appellant and the deciding body would be precluded from relying on other remuneration evidentiary documents for the purpose of establishing a club's entitlement to training compensation under the UAF regulations.
120. Moreover, Article 4 para. 5 of Annex 1 to the UAF RSTP provides that it is the **prerogative** of the UAF DRC to request primary accounting documents. Namely, *“in the event of a dispute regarding the compensation amount, including the details of salary and bonus accruals and payments, the competent UAF body has the right to request [...] primary accounting documents as defined by Ukrainian law”*.
121. However, in the present case, the UAF DRC did not ask the Appellant to submit such documents in relation to the contested remuneration payments, making the UAF DRC's reliance on the absence of such documentation problematic from the start, most likely violating the Appellant's right to be heard.
122. Be that as it may, the discretion granted to the UAF DRC to request primary accounting documents also does not support the conclusion that absent such documents, all other evidence should be disregarded. Namely, in case of a dispute regarding the remuneration, the UAF DRC may still decide not to request the primary accounting documents, leaving the UAF DRC with no other option than to analyse and evaluate any other evidentiary measures on file. It is precisely this discretion granted to the UAF DRC which, in the opinion of this Sole Arbitrator, undermines the proposition and thesis that a claimant, and the UAF DRC, would be precluded from relying on other

evidentiary means where primary accounting documents are lacking, even if such documents would have been requested by the UAF DRC. That said, in the absence of primary accounting documentation “*which confirm the accrual and payment of the relevant amounts to the player*”, the other evidence on file requires careful scrutiny and it may affect the weight to be attributed to particular documents, still it cannot justify, according to this Sole Arbitrator, disregarding otherwise credible and corroborated evidence, not least lacking a specific provision to that extent in the applicable regulations.

123. For these additional reasons, the Sole Arbitrator finds that the absence of primary accounting documents, as defined under Ukrainian law, does not prevent the Appellant from claiming training compensation in respect of the disputed remuneration, nor does it prevent the Sole Arbitrator from assessing the other evidence on file when determining the training compensation due.
124. The Sole Arbitrator’s task is therefore to assess all evidence submitted, individually and collectively, in order to determine whether the evidentiary record as a whole is sufficiently coherent to establish the remuneration relied upon by the Appellant under the applicable standard of proof.
125. For purposes of the evidentiary assessment, the Sole Arbitrator will examine separately: (i) the remuneration acknowledged by the Respondent; (ii) the additional salary components alleged by the Appellant; and (iii) the alleged bonus payments.
126. As a starting point, the Sole Arbitrator observes that the Appellant produced, *inter alia*, the employment contract and addenda, salary certificates, consolidated remuneration certificates, payment instructions, extracts from internal ledgers, cash payment documents, handwriting reports and witness testimony.
127. The Respondent criticises several of those materials as unilateral internal documents. The Sole Arbitrator accepts that certain documents, taken in isolation, may have limited probative value. This is particularly so for handwritten notes or internal summaries unsupported by external corroboration.
128. However, the Appellant’s case does not rest on a single isolated document. The remuneration figure invoked is reflected in multiple sources that substantially correspond with one another, including certificates signed by club officials, monthly breakdowns of salary and bonuses of numerous players, banking documentation and supporting cash records.
129. The Sole Arbitrator considers that the level of detail, internal consistency and continuity reflected in such records, taken together with the supporting video evidence, substantially reduces the likelihood that such records were retrospectively created or fabricated for purposes of the present proceedings for one specific player. Such continuity, detail and internal consistency are difficult to reconcile with the hypothesis of *ex post* fabrication, particularly given the correspondence of those records with the

other evidence on file, which relates not only to the Player but several players at the Appellant.

130. The Sole Arbitrator further observes that several bonus payments reflected in the Appellant's records correspond to sporting events capable of objective verification through publicly available sources. In particular, the file contains references to bonus payments allegedly made to the Player for an assist against Kolos on 15 May 2023, an assist against Dynamo Kyiv on 10 November 2022, two goals against Dnipro-1 on 4 March 2023, and an assist against Metalist 1925 on 27 February 2023. The occurrence of those matches and the Player's corresponding sporting contributions are consistent with publicly available match information and therefore provide additional external coherence to the Appellant's evidentiary narrative. While such public information does not by itself establish that the bonuses were effectively paid, it nevertheless supports the coherence and plausibility of the Appellant's evidentiary record.
131. This conclusion is further reinforced by the witness testimony of the Appellant's cashier, who confirmed having made cash payments to the Player, as well as by the presence of signatures and stamps on several documents, which correspond to the formal requirements set out in Article 4 para. 4 of Annex 1 to the UAF RSTP. These elements provide additional corroboration supporting the authenticity and reliability of the Appellant's evidentiary record. The Appellant's cashier declaration appeared genuine and trustworthy.
132. In addition, the handwriting expert reports submitted by the Appellant concluded that the signatures appearing on several handwritten payment records and cash payment vouchers were those of the Player. The Sole Arbitrator notes that those signatures relate, *inter alia*, to the bonus payments connected with the matches referred to above, thereby further corroborating the reliability of the Appellant's evidentiary record. The Sole Arbitrator is also willing to accept this considering that the Player was not called as a witness by the Respondent during these proceedings whilst he notes that in the Appealed Decision the UAF DRC left the following consideration as to the Player's previous declaration:

"107. During the Chamber's hearing involving the Parties, the Player was heard and explained that he did not sign next to the entries made in the said notebooks. However, the Chamber does not take this testimony into account, since, in its inner conviction, the testimony was neither truthful nor consistent: the Player avoided giving direct answers to specific questions and effectively aligned himself with the position of the club, rather than providing objective clarifications."
133. The Sole Arbitrator also notes that the Respondent does not dispute that the contractual documentation provided for an increased remuneration but rather contests whether such remuneration should be considered sufficiently proven. The absence of registration of certain addenda may be relevant to the assessment of evidentiary weight; however, it does not, in itself, establish that the underlying remuneration arrangements were fictitious or unpaid, while the UAF RSTP does not contain a provision that states that

only contracts and addenda registered with the UAF will be considered for training compensation purposes.

134. Furthermore, the Respondent has not produced any positive evidence demonstrating that the Player received only the lower amount alleged by the Respondent or that the Appellant's records were fabricated or materially inaccurate. Nor has the Respondent produced expert, accounting or other documentary evidence capable of undermining the internal consistency of the Appellant's evidentiary record as a whole.
135. Having reviewed the file as a whole, the Sole Arbitrator is comfortably satisfied that the evidence submitted by the Appellant is sufficiently coherent and credible to confirm, in light of Article 4 para 1. of the UAF RSTP, that the Player's remuneration for the relevant twelve-month period amounted to **at least** UAH 1,488,723.00. This is also reflected in the three produced Appellant's Salary Certificates ("SC") 1 to 3: SC1: records UAH 222,733.28 net as salary paid under the employment contract, SC2: records UAH 617,700.00 as payments under the additional agreement dated 10 June 2022, and SC3 records UAH 648,300.00 as bonuses. The Sole Arbitrator expresses this figure as **at least** since (i) the sum of those three figures is in fact slightly higher, namely UAH 1,488,733.28, while (ii) it only includes only the net value of UAH 222,733.28 as contained in the SC1 whereas both the Respondent and the UAF DRC in the Appealed Decision recognised the gross amount of UAH 276,687.29 contained in SC1 as the relevant amount for the training compensation calculation basis. That said, the Sole Arbitrator is of course bound by the requests of relief submitted by the Appellant, meaning he shall thus consider the amount of UAH 1,488,723 as the Player's remuneration for the relevant twelve-month period.
136. The Sole Arbitrator repeats that he reaches this conclusion not by any single document taken in isolation, but by taking together multiple evidentiary elements, including contractual documentation, salary certificates, banking records, handwritten payment ledgers, cash payment vouchers, expert handwriting reports, witness testimony and the external consistency of several bonus payments with objectively verifiable sporting events.
137. Furthermore, the Sole Arbitrator is comforted in reaching this conclusion when considering the Player's remuneration after joining the Respondent. In the 2023/2024 season, from July 2023 to July 2024, the Player received UAH 5,661,838 gross from the Respondent. While this already represents a significant increase compared to the remuneration established for his final season with the Appellant, namely UAH 1,488,723.00, the Sole Arbitrator considers it highly unlikely that the Player's remuneration would have increased from UAH 276,687.29 gross to UAH 5,661,836.49 gross from one season to the next, also when considering when the latest addenda was signed.

G. Due training compensation

138. Before determining the training compensation due, the Sole Arbitrator considers it appropriate to recall that the Respondent paid the Appellant the amount of UAH

1,343,927.80 on 2 November 2023, including the amount of UAH 13,190.02 as default interests from 2 August to 2 November 2023 at a rate of 5% p.a. as expressly stated.

139. On that basis, the Sole Arbitrator considers that, for the purposes of calculating the outstanding principal, the amount effectively paid towards training compensation was UAH 1,330,737.78, namely UAH 1,343,927.80 less UAH 13,190.02 as interests.
140. Applying the agreed coefficient of four (4) to the remuneration established by the Sole Arbitrator, i.e. UAH 1,488,723.00, the total training compensation due amounted to **UAH 5,954,892.00.**
141. After deduction of the amount already paid by the Respondent, i.e. UAH 1,330,737.78, the outstanding amount of training compensation corresponds to UAH 4,624,154.22.
142. However, the Sole Arbitrator observes that, in its prayers for relief, the Appellant deducted the entirety of the payment received, i.e. UAH 1,343,927.80, from the total training compensation due, limiting its principal claim to UAH 4,610,965.20.
143. In accordance with the principle *ne ultra petita*, the Sole Arbitrator may not award more than the amount claimed by the Appellant. Therefore, the Sole Arbitrator grants the Appellant's claim in the amount of UAH 4,610,965.20.

H. Interest

144. In addition to the payment of training compensation, the Appellant also requested default interest at the rate of 5% p.a. on the total amount of UAH 5,954,892.00 from 1 August 2023 until 2 November 2023, and thereafter on the outstanding balance of UAH 4,610,965.20 until effective payment.
145. The Respondent does not dispute in principle that interest accrues at the rate of 5% p.a., but maintains that the payment made on 2 November 2023 fully satisfied its obligations.
146. The Sole Arbitrator has already established that the Respondent's payment of UAH 1,343,927.80 included both a payment for training compensation and accrued default interest in the amount of UAH 13,190.02.
147. The Sole Arbitrator considers that, until the partial payment made on 2 November 2023, default interest accrued on the full amount of training compensation due, namely UAH 5,954,892.
148. The payment made by the Respondent on 2 November 2023 partially discharged both principal and accrued interest. In particular, the amount of UAH 13,190.02 shall be considered as payment of interest accrued up to that date, whilst the remaining amount shall be allocated towards the principal debt.
149. As from 3 November 2023, default interest continued to accrue only on the outstanding principal amount remaining unpaid.

150. In light of the Appellant's prayers for relief, the Sole Arbitrator finds that the Respondent shall pay interest at the rate of 5% p.a. on the amount of UAH 5,954,892.00 from 1 August 2023 until 2 November 2023 less the amount of UAH 13,190.02 already paid as interest, and thereafter at the rate of 5% p.a. on the amount of UAH 4,610,965.20 from 3 November 2023 until the date of effective payment.

I. Other

151. The Sole Arbitrator considers that this case has arisen under regulations that are not entirely clear. The UAF may therefore wish to amend its rulebook to clarify the evidentiary means available to the parties and to the UAF DRC when deciding training compensation disputes. If the UAF's concern is the reliance on unregistered contracts or unofficial payments, as the Respondent suggested at the hearing, the UAF RSTP could simply provide that only salaries set out in contracts registered with the UAF will be considered for training compensation purposes.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by FC Olexandriya against the decision rendered on 28 May 2025 by the UAF Dispute Resolution Chamber is partially upheld.
2. The decision rendered on 28 May 2025 by the UAF Dispute Resolution Chamber is set aside.
3. FC Polissya is ordered to pay FC Olexandriya the amount of UAH 4,610,965.20 (four million six hundred ten thousand nine hundred sixty-five Ukrainian Hryvnias and twenty kopecks) as outstanding training compensation.
4. FC Polissya is further ordered to pay FC Olexandriya:
 - a. interest at the rate of 5% p.a. on the amount of UAH 5,954,892.00 from 1 August 2023 until 2 November 2023, less the amount of UAH 13,190.02 already paid as interest by FC Polissya; and
 - b. interest at the rate of 5% p.a. on the amount of UAH 4,610,965.20 as from 3 November 2023 until the effective date of payment.
5. (...).
6. (...).
7. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 15 September 2026

THE COURT OF ARBITRATION FOR SPORT

Wouter Lambrecht
Sole Arbitrator