

CAS 2025/A/11689 AS Saint Etienne v. Fédération Internationale de Football Association (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

AS Saint Etienne, France

Represented by Mr Olivier Martin and Mr Charles Bringand, attorneys-at-law at Martin et Associés, Lyon, France

Appellant

and

Fédération Internationale de Football Association (FIFA), Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios, FIFA Director of Litigation

Respondent

I. INTRODUCTION

1. This appeal is brought by AS Saint Etienne against the Determination of the FIFA General Secretariat on the Electronic Player Passport 56025 for the player Mathis Amougou (the “Player”) issued on 4 August 2025 (the “Appealed Decision”) in connection with the generation of the Electronic Player Passport (“EPP”) following the transfer of the player from AS Saint Etienne to Chelsea FC.

II. PARTIES

2. AS Saint Etienne (“ASSE” or the “Appellant”) is a professional football club based in Saint Etienne, France, competing in the Ligue 2 of the French championship and affiliated with the French Football Federation (“FFF”) which, in turn, is affiliated with FIFA.
3. FIFA (the “Respondent”) is an association under Swiss law, with its headquarters in Zurich, Switzerland. It is the governing body of football worldwide.
4. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

III. FACTUAL BACKGROUND AND THE FIFA PROCEEDINGS (EPP REVIEW PROCESS)

5. Below is a summary of the main relevant facts and allegations based on the Parties’ written and oral submissions on the file and relevant documentation produced in this appeal. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this award only to the submissions and evidence he considers necessary to explain its reasoning.
6. On 3 February 2025, ASSE, Chelsea FC and the Player signed an agreement whereby the Player, born on 18 January 2006 was transferred from the Appellant to Chelsea FC as a professional on a permanent basis. In exchange for the transfer of the Player’s federative and sporting rights, Chelsea FC agreed to pay a compensation fee of 15 million Euros payable in 4 instalments (the “Transfer Agreement”).
7. Article 5 of the Transfer Agreement stipulates as follows:

“With respect to any Transfer Compensation to be paid by CHELSEA to ASSE under Article 3 above, CHELSEA shall calculate and distribute the applicable Solidarity Contribution amounts according to the provisions of Article 21 and Annex 5 of the FIFA Regulations on the Status and TRANSFER of Players to the entitled former clubs the PLAYER was registered with (including ASSE). Solidarity Mechanism payments due to third clubs and ASSE are comprised by the payments by CHELSEA to ASSE under this contract. In consequence, CHELSEA shall be entitled to deduct Solidarity Mechanism due to third clubs from the sums provided in Article 3”.

8. Following the Transfer Agreement, a training rewards trigger was identified in relation to the Player's registration with Chelsea FC in accordance with Article 6 of the FIFA Clearing House Regulations (the "FCHR"), consisting in an international transfer of a professional player before the end of the calendar year of his 23rd birthday. Therefore, on 4 February 2025, the Player's provisional EPP (n° 56025) was duly generated in the FIFA Transfer Matching System (the "TMS") in accordance with Article 8.1 of the FCHR and Articles 20 and 21 of the FIFA Regulations for the Status and Transfer of Players (the "RSTP").
9. Upon completion of the inspection period, the EPP review process took place in accordance with Article 9 of the FCHR, with the participation of the member associations and clubs concerned, among which the FFF and the Football Association Ltd (the "FA"), as well as the Appellant and Chelsea FC.
10. During the EPP review process, the parties and the participating member associations provided all relevant registration information of the Player according to which it was established that the Player had been registered as a professional with the Appellant between 1 July 2021 and 30 June 2022, 1 July 2022 and 30 June 2023, 1 July 2023 and 30 June 2024, 1 July 2024 and 3 February 2025, before being transferred to Chelsea FC on 3 February 2025.
11. As to the Appellant's entitlement to solidarity contribution, the FIFA General Secretariat acknowledged that the Player had been registered with ASSE between the start of the calendar year of his 12th birthday and the end of the calendar year of his 23rd birthday and that, therefore, the Appellant was in principle entitled to solidarity contribution in connection with the registration of the Player over the mentioned periods.
12. Furthermore, according to the documentation submitted by the Respondent, on 26 February 2025, Chelsea FC uploaded a copy of the Transfer Agreement as a waiver of training compensation. On 16 July 2025, FIFA contacted ASSE via the TMS requesting the latter to provide its position on the document filed by Chelsea FC as a potential waiver of training rewards.
13. According to the Appeal Decision, the Appellant was requested to submit its position with regard to the Transfer Agreement filed by Chelsea FC regarding solidarity contribution, but failed to do so within the given deadline.
14. However, it resulted from the documentation filed by the Parties that, on 17 July 2025, Madame Caroline Monchanin, an employee of the Club, submitted information via the TMS confirming that ASSE had waived its right to training compensation and solidarity contribution in the context of the Player's transfer to Chelsea FC. The relevant communication reads as follows : *“Par la presente, nous confirmons que nous avons renoncé aux indemnités de formation et mécanisme de solidarité dans le cadre de transfert de Mr Mathis AMOUGOU de notre club vers le FC Chelsea. En revanche nous, nous ne renonçons pas aux éventuelles indemnités futures de solidarité en cas de transfert payant du joueur de Chelsea vers un club tiers »*. (free translation: *“We hereby confirm that we have waived the training compensation and solidarity mechanism in*

connection with the transfer of Mr. Mathis AMOUGOU from our club to FC Chelsea. On the other hand, we do not waive any potential future solidarity contribution in case of the player's transfer from Chelsea to a third-party club against payment").

IV. THE APPEALED DECISION

15. On 4 August 2025, the General Secretariat issued his determination on the EPP 56025 stating that *“any potential solidarity contribution entitlements of A.S. SAINT ETIENNE in relation to the transfer of reference were included in the transfer fee. No solidarity contribution is therefore due to A.S. SAINT ETIENNE for the registration of the player at the club during the aforementioned period(s)”*.
16. In accordance with Article 10.5 of the FCHR, the participants in the review process were notified of the Determination of the FIFA General Secretariat on EPP 56025 on the same day via TMS.
17. The relevant item of the operative part of the Appealed Decision reads as follows:

“15. A.S. SAINT ETIENNE would in principle be entitled to solidarity contribution 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 23rd birthday, but given that solidarity contribution is deemed included in the transfer fee paid by the new club, no solidarity contribution is due to this training club.

[...]

18. All the above determinations and decisions are reflected in the EPP in question and/or will be considered in the generation of any Allocation Statement from this EPP for the calculation and distribution of training rewards in accordance with article 13 of the FCHR.

19. 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 from this EPP for the calculation and distribution of training rewards in accordance with article 13 of the FCHR.

20. 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”.

V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

18. On 20 August 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) against FIFA with respect to the Appealed Decision, in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration, 2023 edition (the “CAS Code”). The Appellant requested that the present matter be submitted to a sole arbitrator and chose French as the language of the arbitration.

19. On 29 August 2025, FIFA informed the CAS Court Office that it did not agree that the present arbitration proceedings be conducted in French and that English should be the language of the arbitration, with the Parties being allowed to submit their evidence in either English or French without translation. On the other hand, FIFA agreed with the appointment of a sole arbitrator in the present case. It finally indicated that it was not interested in submitting the present proceedings to mediation.
20. On 2 September 2025, the CAS Court Office took note of the Respondent's position and *inter alia* notes, that, as it was not interested by a mediation, the proceedings shall continue in accordance with the rules applicable to the appeal arbitration procedure.
21. On 4 September 2025, the Appellant objected to English as the language of the present arbitration procedure insisting that French should be chosen instead.
22. On 5 September 2025, the CAS Court Office invited the Parties to express their position on the possibility of conducting bilingual arbitration proceedings. Furthermore, FIFA was invited to confirm whether it agreed that, if English were to be selected as the language of the arbitration, the documents already submitted in French would not need to be translated.
23. On the same day, the Respondent informed the CAS Court Office that it did not object to the proceedings being bilingual, with the Parties being allowed to file submissions without translation and that it agreed that the submissions already filed in French not be translated in French.
24. Also on 5 September 2025, the Appellant informed the CAS Court Office that it agreed to the proceedings being conducted in two languages.
25. On 9 September 2025, the CAS Court Office confirmed that this arbitration would be conducted in both English and French.
26. On 10 September 2025 within the prescribed time limit, previously suspended and extended, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code. It submitted its requests for relief on the merits of the case on a subsidiary basis, since it primarily suggested the conduct of a mediation procedure.
27. On 11 September 2025, the CAS Court Office notified the Appeal Brief to the Respondent and in view of the Appellant's request in this respect, invited the Respondent to indicate whether, in spite of its previous position of 29 August 2025, it was interested in submitting the present case to a CAS mediation procedure.
28. On 16 September 2025, the Respondent maintained its position of not submitting the present proceedings to mediation.
29. Accordingly, on 17 September 2025, the CAS Court informed the Parties that the proceedings would continue under the Appeals Arbitration rules.
30. According to Article R55 of the CAS Code, the Respondent filed its Answer on 26 September 2025 within the prescribed time limit, previously suspended and extended.

In the Answer, the Respondent raised a preliminary issue concerning the passive mandatory joinder of Chelsea FC in the proceedings, submitting that the Appellant's failure to call the latter as a co-respondent should result in the appeal being rejected. In this respect, the Respondent requested that the relevant issue be addressed by the sole arbitrator on a preliminary basis.

31. On 1 October 2025, the CAS Court Office informed the Parties that Mr Fabio Iudica, attorney-at-law in Milan, Italy, had been appointed as the Sole Arbitrator in the present matter.
32. On 6 October 2025, on behalf of the Sole Arbitrator, the CAS Court Office granted the Appellant a 10-day time limit to submit written observations strictly limited to section IV of the Answer, which reads "*Preliminary Issue: Passive mandatory joinder of Chelsea shall lead to the rejection of the appeal*".
33. On 14 October 2025, the Appellant submitted written observations to the CAS Court Office and requested the CAS to call Chelsea FC to participate in the proceedings as a respondent and that the Respondent's arguments aimed at dismissing the appeal be disregarded. The Appellant's request was based on the allegations that the CAS Code does not stipulate any deadline for causing a third party to participate.
34. On 3 November 2025, on behalf of the Sole Arbitrator, the CAS Court Office invited FIFA to submit its comments on the Appellant's written submissions of 14 October 2025, within a week.
35. On 5 November 2025, FIFA submitted its comments insisting that the Appellant's appeal should be rejected in the absence of Chelsea FC as a respondent, which could not be remedied at that stage of the proceedings and due to the Appellant's failure to call the right respondents in its Statement of Appeal.
36. On 11 November 2025, on behalf of the Sole Arbitrator, the CAS Court Office informed the Parties that, in view of Article R41.2 of the CAS Code and of the Respondent's unwillingness to cause Chelsea FC to participate in the present case, the Appellant's request to call the latter as a respondent in this case could not be granted. The Parties were also advised that the reasons of such decision would be further developed by the Sole Arbitrator in the award to be issued. The CAS Court Office also invited the Parties to state whether they preferred that a hearing be held in the present arbitration, or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions.
37. On 14 November 2025, the Appellant requested the CAS Court Office that a hearing be held in the present procedure.
38. On 17 November 2025, the Respondent informed the CAS Court Office that it did not consider a hearing to be necessary in the present case. However, if the Sole Arbitrator decided otherwise, it requested that the hearing be held remotely via videoconference.

39. On 27 November 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a short hearing in this matter, which would be held by videoconference.
40. On 16 December 2025, the CAS Court Office forwarded the Order of Procedure to the Parties, which was returned in duly signed copy on the same day by the Respondent, and on 30 December 2025 by the Appellant.
41. Also on 30 December 2025, the Appellant submitted an unsolicited copy of the e-mail correspondence with Chelsea FC between 1 December 2025 and 11 December 2025 to the CAS Court Office. In this correspondence, the Appellant informed Chelsea FC of the pending CAS proceedings and advised them to intervene voluntarily. In its reply on 11 December 2025, Chelsea FC finally informed the Appellant that while they had no intention of joining the CAS proceedings, they were willing to consider other ways to support the Appellant's case.
42. On 5 January 2026, the Respondent objected to the inadmissibility of the e-mail exchange between ASSE and Chelsea FC submitted by the Appellant on 30 December 2025 as it did not meet the conditions set out in Article R56 of the CAS Code.
43. On 8 January 2026, on behalf of the Sole Arbitrator, the CAS Court Office informed the Parties that the upcoming hearing would be conducted in French without prejudice to the Parties' rights to use either English or French, and that the issue of the admissibility of the Appellant's latest submissions would be addressed by the Sole Arbitrator in the Arbitral Award.
44. On 15 January 2026, the CAS Court Office received a letter from Chelsea FC regarding its position in respect of the present case, also confirming that they did not intend to formally intervene in the proceedings.
45. On 16 January 2026, the CAS Court Office forwarded Chelsea FC letter to the Parties, specifying that it would be addressed at the hearing and that this was without prejudice on the admissibility of Chelsea FC's position on file.
46. On 16 January 2026, the hearing took place by videoconference. The Sole Arbitrator, Ms Pauline Pellaux, Counsel with the CAS, were in attendance, together with the following persons:
 - For the Appellant: Mr Charles Bringand Mr Lucas Martin and Mr Lucas Martin, counsels
 - Mr Jean-Francois Soucasse, the Club's Director General
 - For the Respondent: Mr Miguel Liétard and Ms Şayen Tokyay, counsels
47. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and appointment of the Sole Arbitrator, nor to the jurisdiction of the CAS.

48. In the opening statements, both the Appellant and the Respondent confirmed the arguments already presented in their respective written submissions.
49. Monsieur Soucasse, the Appellant's Director General was also heard - He insisted that the declaration of waiver was submitted in error by Madame Monchanin and that in the Appealed Decision, the General Secretariat provided a wrongful interpretation of Article 5 of the Transfer Agreement.
50. Furthermore, the Appellant insisted that it was allowed to call Chelsea FC even after the filing of the Appeal Brief and that alternatively, the CAS should have caused Chelsea FC to participate in the proceedings. The Appellant argued that the CAS's refusal to call Chelsea FC to participate in the proceedings was not legally justified. In any event, the Appellant insisted that Chelsea FC supports their case as it resulted from the e-mail correspondence of December 2025 filed by ASSE and from the communication submitted by the Chelsea FC directly to the CAS Court office on 15 January 2026. The Appellant therefore stated that Chelsea's position had been included in the file.
51. On the other side, FIFA objected that according to Article R48 of the CAS Code the appellant has the burden to name the right respondent in the statement of appeal, even if the Appellant's documents were admissible, the Appealed Decision is not revisable based on the principle of the right to be heard as Chelsea FC has not been named as a respondent.
52. FIFA also insisted that Article 5 in the Transfer Agreement was unclear and that it referred to redistribution to third clubs only, and not to ASSE. Finally, FIFA expressed reservations regarding the admissibility of the documents filed by the Appellant on 30 December 2025 regarding the correspondence with Chelsea FC.
53. Before the hearing was concluded, the Parties expressly stated that they did not object to the procedure adopted by the Sole Arbitrator except for the aforementioned objection and reservation. The Parties confirmed that their rights to be heard and to be treated equally had been duly respected.

VI. SUBMISSIONS OF THE PARTIES

54. The following outline is a summary of the Parties' arguments and submissions which the Sole Arbitrator considers relevant to decide the present dispute and does not comprise each and every contention advanced by the Parties. The Sole Arbitrator has nonetheless carefully considered all the submissions made by the Parties, even if no explicit reference has been made in this summary. The Parties' written and oral submissions, documentary evidence and the content of the Appealed Decision were all taken into consideration.

A. The Appellant's Submissions and Requests for Relief

55. The Appellant's submissions in its Statement of Appeal and in its Appeal Brief, may be summarized as follows.

56. The Appellant is entitled to solidarity contribution in connection with the Player's registration as a professional with the Club before being transferred to Chelsea FC on 3 February 2025.
57. Throughout the negotiations finally resulting in the signing of the Transfer Agreement, the intention of the parties (ASSE and Chelsea FC) has always been that the solidarity contribution in connection with the Player's transfer should not be paid in addition to the 15 million euros transfer fee but should be considered included in it, in accordance with the general rule set out in Article 21 RSTP and in Annex 5.
58. In this context, the parties agreed that Chelsea FC would deduct the proportion of the solidarity contribution from the amount of the agreed transfer fee which would then be distributed among the training clubs, including the same ASSE, in line with the instructions of the FIFA Clearing House.
59. This is confirmed by the wording of Article 5 of the Transfer Agreement. Furthermore, no provision in the Transfer Agreement stipulates that the Appellant renounced its share of the relevant solidarity contribution in connection with the Player's transfer.
60. Moreover, the e-mail correspondence between Chelsea FC and the Appellant indicates that Chelsea was clearly expected to pay the relevant proportion of solidarity to ASSE after the relevant deduction.
61. In this respect, the information provided on 17 July 2025 to the FIFA Clearing House by Madame Caroline Monchanin, the Club's responsible for TMS matters, namely, that the Club had waived its rights to the solidarity contribution, was submitted by mistake. In fact, Madame Monchanin clearly misunderstood the relevant clause in the Transfer Agreement.
62. However, it seems that the Appealed Decision based its reasoning on different grounds for denying ASSE's entitlement to solidarity contribution in connection with the Player's transfer to Chelsea. It appears in fact that in point 10.12 of the Appealed Decision, the FIFA General Secretariat considers that ASSE failed to provide its position with respect to its possible entitlement to solidarity contribution despite having been invited to do so. This is in clear contradiction with the information wrongly submitted by Madame Monchanin on 17 July 2025 as mentioned above.
63. In any event, the General Secretariat erroneously determined that the proportion of the solidarity contribution owed by Chelsea FC to ASSE was included in the transfer fee meaning that ASSE was not entitled to receive any further amount as distribution of its share of the solidarity contribution. This interpretation of Article 5 of the Transfer Agreement is completely misguided.
64. The Appealed Decision is therefore the result of an apparent miscommunication between the FIFA General Secretariat and ASSE as well as a poor understanding or an oversight of the contractual provisions of the Transfer Agreement, causing ASSE a significant economic prejudice.

65. Consequently, the Appealed Decision must be revised to ensure the Appellant’s rights in the present matter.
66. In conclusion, the Appellant requested that the CAS declare that FIFA had misunderstood the stipulations in the Transfer Agreement, ascertain ASSE’s entitlement to the relevant proportion of the solidarity contribution in connection with the Player’s transfer to Chelsea FC, and instruct the FIFA General Secretariat to amend the Appealed Decision accordingly. The Appellant’s requests for relief reads as follows:

“... l’Appelant demande respectueusement au TAS de faire droit à son appel contre la Décision attaquée du 4 aout 2025 et, en conséquence :

i. De Déclarer l’appel recevable ;

ii. De dire que l’intimée a méconnu les dispositions du contrat de mutation définitive du Joueur AMOUGOU du 32 février 2025 et la loi convenue entre l’AS SAINT ETIENNE et le CHELSEA FC en décidant que l’AS SAINT ETIENNE est insusceptible de recevoir la moindre contribution de solidarité en rapport avec la convention de mutation définitive du Joueur AMOUGOU du 3 février 2025 ;

iii. De reconnaître le droit de l’AS SAINT ETIENNE de recevoir sa part de contribution de solidarité en rapport avec la convention de mutation définitive du Joueur AMOUGOU du 3 février 2025 ;

iv. D’enjoindre le secrétaire général de la FIFA de revenir sur sa décision du 4 aout 2025 et de la modifier de sorte à ce que soit reconnu le droit de l’AS SAINT ETIENNE de recevoir sa part de contribution de solidarité en rapport avec la convention de mutation définitive du Jouer AMOUGOU du 3 février 2025 ;

v. De condamner l’intimée au paiement de tous les frais relatifs à la présente procédure d’arbitrage ; et

vi. De fixer une somme, à la discrétion de l’Arbitre unique, à payer per l’intimée à l’Appelante, afin de couvrir tous les honoraires et frais de toute nature engagés par l’Appelante du fait de la présente procédure”.

B. The Respondent’s Submissions and Requests for Relief

67. The position of the Respondent is set forth in its Answer and can be summarized as follows.
68. Preliminarily, and before addressing the merits of the case, FIFA objected to the fact that Chelsea FC had not been called as a party to these proceedings despite being directly affected by the Appellant’s requests for relief. In fact, while Chelsea FC has a legitimate expectation of not having to pay any training rewards to ASSE based on the Appealed Decision, the Appellant is currently seeking a revision of the Appealed Decision in order to be granted its share of the solidarity contribution in connection with the Player’s transfer.

69. Such requests for relief would directly affect Chelsea FC's legal position and legitimate expectations, despite it not being a party to these proceedings. In fact, the Appellant is requesting that the CAS rule on the interpretation of the Transfer Agreement and recognize ASSE's entitlement to solidarity contribution arising from the Transfer Agreement to which Chelsea FC is the counterparty, without being a party of the present arbitration.
70. The absence of Chelsea FC as a respondent is therefore a blatant infringement of its right to be heard which constitute a violation of passive mandatory joinder that should result in the rejection of the present appeal on the merits.
71. FIFA relied on several CAS awards to support its procedural objection relating to the issue of passive mandatory joinder, and, in particular, with regard to the appellant's responsibility to name the correct respondent in a procedure (CAS 2023/A/10002; CAS 2024/A/10514; CAS 2024/A/10478; TAS 2024/A/10858).
72. Regarding the merits of the dispute, and specifically in relation to the issue as to whether ASSE had actually waived its right to solidarity contribution, the Respondent pointed out that the validity of a possible waiver and the real intention of the Parties in this respect cannot be assessed in these proceedings due to the absence of Chelsea FC as a party.
73. However, it is true that in the course of the EPP review process, on 17 July 2025, ASSE explicitly confirmed its waiver of both training compensation and solidarity contribution. Moreover, ASSE also stated that this waiver would not affect any future training rewards arising from the transfer of the Player from Chelsea FC to a third club. Therefore, it is hard to believe that the Appellant's statement of waiver was the result of a mistake. At the very least, the Appellant's change of position breaches the principle of *venire contra factum proprium*, given that ASSE created a legitimate expectation for FIFA, Chelsea FC and all the other participants in the EPP review process that it had waived its right to training rewards, including solidarity contribution.
74. As a consequence, nothing in the case file would lead to a conclusion that the Appealed Decision was wrong when finding that ASSE was not entitled to any solidarity contribution for this specific transfer.
75. Furthermore, the possibility of requesting that the Sole Arbitrator refer the case back to FIFA - which would normally be the Respondent's choice - is also excluded in the present case, due to the absence of Chelsea FC as a respondent in the present proceedings.
76. The present appeal should therefore be rejected.
77. In any event, given its undisputed lack of diligence in providing incorrect information during the EPP review process, which ultimately provoked these proceedings, the Appellant should bear all costs of this arbitration.
78. In its Answer, the Respondent submitted the following requests for relief:

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

(b) Confirming the Appealed Decision;

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

(d) Ordering the Appellant to pay a contribution to FIFA’s legal costs and expenses in an amount to be determined by the Sole Arbitrator”.

C. The position of the Parties on the issue of the mandatory joinder and the consequences of the Appellant’s failure to name Chelsea FC as a respondent

79. Upon request of the Sole Arbitrator, after the filing of the Appeal Brief and the Answer, the Parties further submitted their comments with regard to the issue raised by FIFA in its Answer in relation to the fact that Chelsea FC had not been summoned as a respondent in the present procedure.
80. The following is a summary of their submissions which were respectively filed on 14 October 2025 by the Appellant and on 5 November 2025 by the Respondent.
81. The Appellant claimed that there is no provision in the CAS Code imposing any time limit within which a third party with an interest in the dispute, must be brought into the arbitration. Therefore, no preclusion can be used against the Appellant to substantiate the alleged violation of the mandatory joinder.
82. Furthermore, the Sole Arbitrator has expressly invited the Appellant to submit its comments on this matter, under the provisions of Article R56 of the CAS Code, having re-opened the investigation phase of the proceedings. This allows the Appellant to provide any information or observations that may be useful to the correct administration of the arbitral justice.
83. In this context and according to the applicable Swiss law, the possibility to call a third party to participate in the proceedings is granted until the investigation phase is completed, in the interest of procedural economy. As a result, ASSE is now authorized to call Chelsea FC thereby ensuring adversarial proceedings and avoiding any violation of the mandatory joinder as alleged by FIFA. This is also confirmed by the fact that ASSE filed its appeal within the relevant time limit and according to the indications contained in the Appealed Decision.
84. Therefore, the Appellant explicitly requested that Chelsea FC be called to intervene in the arbitration proceedings as a respondent.
85. In its supplementary submission, the Appellant requested that the Sole Arbitrator decide as follows on the relevant issue:

« 1. Constaté que le CAS Code ne fixe aucun délai limitatif pour appeler un tiers en cause ;

2. Dire et juger que la réouverture de la procédure en application de l'article R56 du CAS Code permet à l'AS SAINT ETIENNE de solliciter la mise en cause du club de Chelsea FC ;

3. Ordonner, le cas échéant, l'appel en cause du club de Chelsea FC en qualité de partie intimée ;

4. Rejeter l'argumentation de la FIFA tendant à faire déclarer le recours irrecevable ou mal fondé sur ce point ;

5. Maintenir la procédure au fond afin que le différend soit tranché sur la base du droit matériel applicable, dans le respect des principes d'équité, de contradictoire et de bonne administration de la justice ».

86. In response to the Appellant's submission, FIFA insisted that the appeal be rejected in the absence of Chelsea FC. Moreover, FIFA noted that ASSE's comments on the matter were solely focused on a belated attempt to include Chelsea FC as a party in the arbitration, while not contesting that its absence would lead to the rejection of the appeal. This suggests an acknowledgment of necessary joinder in this case.
87. However, Chelsea FC cannot be brought in as a party at this stage of the proceedings since it is the Appellant's exclusive responsibility to summon the correct respondents when filing the statement of appeal in a CAS appeal proceeding, as confirmed by CAS jurisprudence. If the appellant fails to designate the correct respondent in the statement of appeal, such an omission cannot be remedied once the time limit for filing the appeal has expired. This is because it would constitute the filing of a new appeal, which is inadmissible from a legal standpoint.
88. Similarly, Chelsea FC cannot be joined to these proceedings or intervene at this stage under Articles R41.2 and R41.3 of the CAS Code, as these articles are inapplicable for the following reasons:
- As regards Article R41.2, since the mechanism of "joinder" only applies when the respondent seeks to involve a third party in the proceedings. However, the appellant is responsible for designating all intended respondents when filing the statement of appeal. As FIFA has neither requested nor intends to request the joinder of Chelsea FC, such joinder is not permissible.
 - As regards Article R41.3, since the intervention of a third party is only permissible if the third party applies for intervention itself and all other parties agree in writing. However, FIFA does not consent to Chelsea FC's intervention and moreover, Chelsea FC should have been summoned by the Appellant as a respondent. Therefore, the conditions for valid intervention are not met.
89. In conclusion, FIFA submits that the Chelsea FC's absence from these proceedings cannot be remedied and that the appeal should be rejected.

VII. JURISDICTION

90. Article 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.”

91. The Appellant relied on Article 49 of the FIFA Statutes as conferring jurisdiction to the CAS.

92. The Respondent did not dispute that CAS has jurisdiction in the present case.

93. The jurisdiction of the CAS was further confirmed by the signature of the Order of Procedure and at the hearing by both Parties.

94. Accordingly, the Sole Arbitrator is satisfied that CAS has jurisdiction to hear the present case.

VIII. ADMISSIBILITY OF THE APPEAL

95. 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”.

96. According to Article 10(5)(b) of the FCHR, the notification of the General Secretariat’s determination on an EPP shall be considered a final decision for the purposes of appealing to CAS.

97. According to Article 50(1) of the FIFA Statutes, May 2024 edition, the time limit to file an appeal to CAS shall be 21 days of receipt of the decision in question.

98. The Sole Arbitrator notes that the Appealed Decision was rendered on 4 August 2025 and notified to the Appellant on the same day. Considering that the Appellant filed its Statement of Appeal on 20 August 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 timely manner.

99. Furthermore, the Statement of Appeal complied with all the requirements of Article R48 of the CAS Code.

100. The admissibility of the appeal is not disputed by the Respondent.

101. Accordingly, the Sole Arbitrator is satisfied that the appeal is admissible.

IX. APPLICABLE LAW

102. 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 Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

103. As to the applicable law, the Parties refer to FIFA Regulations, and particularly to the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”) and to the FIFA Clearing House Regulations (“FCHR”) and additionally, Swiss law.

104. In consideration of the above and pursuant to Article R58 of the CAS Code, the Sole Arbitrator holds that the present dispute shall be decided principally according to the FIFA Regulations, with Swiss law applying subsidiarily.

X. LEGAL ANALYSIS**A. Introduction**

105. The present appeal was filed by ASSE against the determination issued by the FIFA General Secretariat within the review process of the Player’s EPP which was generated in the context of the Player’s transfer as a professional, from ASSE to Chelsea FC, in accordance with the FCHR.

106. The core of the dispute concerns the entitlement to solidarity contribution claimed by the Appellant in connection with the Player’s transfer and registration with Chelsea FC pursuant to Article 21 and Annex 5 to the FIFA RSTP. In its prayers for relief, the Appellant requested CAS to amend the Appealed Decision as long as it has rejected the Appellant’s request to be granted solidarity contribution, assuming that ASSE had waived the relevant right.

B. The Absence of Chelsea FC as a Respondent

107. First, the Sole Arbitrator notes that in the present case there is a preliminary issue to be resolved, which was raised by FIFA in its Answer, concerning the absence of Chelsea FC as a respondent in the present arbitration proceedings.

108. ASSE only brought the present appeal against FIFA and not against Chelsea FC. The latter was the Appellant’s counterparty in the Transfer Agreement and was involved in the EPP review process before the FIFA General Secretariat as the Player’s new club, in accordance with Article 9 of the FCHR.

109. The Sole Arbitrator notes that in its Answer, FIFA submitted that the Appellant has committed an irreparable procedural error by not including Chelsea FC as a respondent

in the Statement of Appeal despite the fact that the latter would be directly affected by the present matter and specifically, by the Appellant's requests for relief. According to FIFA, the Appellant's failure constitutes a blatant violation of Chelsea FC's right to be heard and a breach of passive mandatory joinder. This should result in the appeal being rejected on the merits.

110. In addition to not having been named as a respondent by the Appellant, Chelsea FC decided not to intervene in the proceedings pursuant to Article R41.3 of the CAS Code, despite having been informed of the pending arbitration.
111. Incidentally, the Sole Arbitrator recalls that, on 30 December 2025, the Appellant submitted unsolicited e-mail correspondence between ASSE and Chelsea FC in the period between 1 December 2025 and 14 December 2025. In the relevant exchange, the Appellant informed Chelsea FC of the present proceedings pending before the CAS, indicating that "*Chelsea FC may have an interest that could be affected by the outcome of the arbitration*" and suggested that Chelsea FC consider submitting application for voluntary intervention pursuant to Article R41.3 of the CAS Code. Following further e-mails and discussions between the parties, on 11 December 2025, Chelsea FC finally informed the Appellant that "*whilst the Club is not minded to formally join the CAS proceedings between FIFA and ASSE, we are willing (in principle) to consider other ways that the Club might be able to support ASSE's position in the case, including by clarifying the parties' intended approach to solidarity*".
112. FIFA objected to the admissibility of the relevant documentation adducing the lack of any exceptional circumstances justifying such a submission and also arguing that the Appellant waited 20 days after their last correspondence with Chelsea FC to try to introduce new elements and arguments to these proceedings.
113. The Sole Arbitrator deems that the Appellant's late filing of new documents did not introduce any new arguments that were detrimental to the Respondent and merely documented the Appellant's attempt to induce Chelsea FC to intervene in the proceedings. Furthermore, the late filing was somewhat justified by the fact that the correspondence in question actually took place after the filing of the appeal brief and, in any case, was not used by the Appellant in an abusive way. Besides this, the Sole Arbitrator deems the relevant correspondence to be irrelevant to the purpose of deciding the present matter as will become clear from the following reasoning.
114. Furthermore, by e-mail letter of 15 January 2026, Chelsea FC informed the CAS Court Office of the following:

"We write with reference to the Proceedings, which arise in connection with the transfer agreement entered into between ASSE and Chelsea on 3 February 2025 for the transfer of the player Mathis Amougou (the "Transfer Agreement" and the "Transfer" respectively).

ASSE wrote to Chelsea on 1 December 2025 to provide notification of the Proceedings and Chelsea's right to request voluntary intervention thereunder as an entity whose rights may be impacted by the outcome of the Proceedings. For the avoidance of doubt,

Chelsea does not intend to formally intervene in the Proceedings. We are however submitting this letter in order to clarify Chelsea's position in respect of solidarity contributions under the Transfer Agreement, in case it is of use and assistance to the CAS Panel".

115. In this respect, in the aforementioned letter, Chelsea FC provided its interpretation of Article 5 of the Transfer Agreement, in accordance with the parties' alleged intention regarding ASSE's entitlement to a solidarity contribution.
116. The Sole Arbitrator considers this letter irrelevant for deciding the present case for the reasons that will follow.
117. In view of the foregoing, the Sole Arbitrator will primarily address the issue of whether the failure by the Appellant to summon Chelsea FC in the present proceedings as a co-respondent violated a mandatory joinder of parties and should therefore lead the Sole Arbitrator to dismiss the appeal, as maintained by the Respondent.
118. The objection raised by FIFA concerns passive standing, or the issue whether the appeal is directed against the correct respondent/s given the requests for relief the Appellant seeks.
119. In this regard, the Sole Arbitrator first recalls that, according to Article R48 of the CAS Code, the Appellant has the responsibility to indicate in the statement of appeal "*the name and full address of the Respondent(s)*". However, neither the FIFA Statutes nor any another FIFA regulations nor the CAS Code contain any specific provision regarding standing to be sued or mandatory joinder of parties.
120. Under Swiss law, the closest concept to standing to sue/be sued is so-called "*légitimation active/passive*" ("*Aktiv- und Passivlegitimation*"), which is characterized as a matter of substantive law. *Légitimation active/passive* derives from the mere fact of legally owning the right in dispute, i.e. a party has standing to sue or to be sued if a substantive right of its own is concerned by the claim (CAS 2013/A/3278).
121. In CAS 2013/A/3372, the sole arbitrator referred to the jurisprudence of the Swiss Federal Tribunal, according to which the standing to sue or to be sued in civil proceedings pertains to the substantive basis of the claim as it relates to the (active or passive) entitlement of the right claimed.
122. In CAS 2022/A/8960, the panel recalled that "*In principle, a party has standing to be sued if it is personally obliged by the claim brought by an appellant*" and when something is sought from it.
123. As to the present case, the issue must be resolved starting from the analysis of the Appellant's claim and requests for relief in order to establish whether FIFA is the proper (exclusive) respondent to the appeal or whether Chelsea FC should also have been called as maintained by FIFA.

124. In this regard, the Appellant is requesting that CAS overturn the Appealed Decision insofar as it denied its entitlement to solidarity contribution in connection with the Player's transfer.
125. The Appealed Decision was rendered within the context of an administrative function performed by FIFA through the FIFA Clearing House which is the legal entity established to act as an intermediary in payments deriving from the football transfer system, particularly those relating to training rewards due in accordance with the RSTP.
126. Therefore, from a preliminary analysis, the matter in dispute involves a relationship between the Appellant and FIFA (a so called "vertical dispute"), which would fall under Article 75 of the Swiss Civil Code (the "SCO"). As per this provision, the challenge against an association decision must, in principle, be filed against the association that issued such a decision. This principle also applies to decisions of FIFA, including the Appealed Decision.
127. However, there are further elements in the present case that need to be considered. In fact, although the Appellant's requests for relief are not formally directed at anyone but FIFA, the outcome of the appeal should the Sole Arbitrator decide to uphold the Appellant's claim, would reveal a different scenario.
128. Firstly, it is undeniable that the Appellant's claim for solidarity contribution is basically grounded and must be considered within the context of the contractual relationship between ASSE and Chelsea FC. Therefore, it is not only confined to a "vertical" dispute with FIFA as the legal entity governing the solidarity mechanism.
129. In fact, in the EPP review process, the assessment of the Appellant's entitlement to solidarity contribution was carried out on the basis of the Transfer Agreement, and the information submitted by the parties in respect to their stipulations concerning training rewards, including the declaration of waiver submitted by Madame Monchanin on behalf of ASSE, although the Appellant assumes it was submitted in error.
130. Therefore, the dispute at stake clearly involves "horizontal" elements.
131. This is well known to the Appellant considering that item ii. of its requests for relief in the Appeal Brief explicitly involves the interpretation by the Sole Arbitrator of the provisions of the Transfer Agreement and the stipulations between ASSE and Chelsea FC regarding solidarity contribution in connection with the Player's transfer. In other words, the Appellant requests that the CAS rule on the terms of the agreement between ASSE and Chelsea FC regarding the solidarity contribution in connection with the Player's transfer.
132. Furthermore, and most importantly, items iii. and iv. of the Appellant's requests for relief, reveal that the outcome of these arbitration proceedings, whatever the decision on the merits could be, would directly affect the substantive rights of Chelsea FC against whom the actual relief is sought.

133. In fact, these requests, consisting in the assessment of the Appellant's entitlement to solidarity contribution, and consequent instruction to FIFA to amend the Appeal Decision, accordingly, clearly implies - and cannot be separated from - the corresponding obligation on Chelsea FC to pay the relevant proportion of solidarity contribution in favour of the Appellant, if any.
134. Therefore, the Sole Arbitrator considers it undeniable that Chelsea FC has a substantive right in relation to the subject matter of the present dispute, as the club that would be liable for the relevant payment, should the Sole Arbitrator find that the Appellant meets the requirements for entitlement to solidarity contribution under the applicable FIFA regulations in relation with the Player's transfer from ASSE to Chelsea as a professional.
135. Although the requests for relief in the Appeal Brief are not specifically directed against Chelsea FC as they generally aim at overturning the decision of the FIFA General Secretariat, it is clear that the consequences of the CAS decision to eventually grant the Appellant's requests for relief, would necessarily lead to adversely affect Chelsea FC by establishing a payment obligation on the latter.
136. Therefore, the Appellant's requests for relief not only affect FIFA, which has an interest in the respect of the EPP process, in the strict application of the FIFA RSTP and the FCHR, but they also directly affect Chelsea FC to a financial extent, as the alleged debtor of the amounts requested by the Appellant.
137. As a consequence, the Sole Arbitrator considers that Chelsea FC had standing to be sued in the present appeal. As such, it should have assumed the formal role of co-respondent, failing which, the CAS is not authorised to rule on a matter that would affect the legal position of Chelsea FC given that it is not a party to the proceedings.
138. Besides, considering the specificity of the present case, the Sole Arbitrator deems that, in the present proceedings also FIFA has the capacity to be sued, according to Article 75 of the SCO mentioned above. In fact, the Sole Arbitrator takes the view that, in the context of the EPP review process, FIFA did not merely act as a first-instance adjudicating body, as in an ordinary "horizontal dispute" between its indirect members but also exercised, (through the Clearing House), an administrative function in the process of assessment, allocation and distribution of training rewards within the context of players transfer, as regulated by the FCHR. Such administrative function, having an impact on the rights and obligations of its members in the sense of Article 75 of the SCO results in FIFA also having capacity to be sued in the present proceedings (see CAS 2015/A/3999).
139. In conclusion, the Sole Arbitrator holds that, in the present matter there is an issue of passive mandatory *litisconsortium* as Chelsea FC should have been named as a necessary co-respondent by the Appellant.
140. In this respect, the Sole Arbitrator also points out that, according to CAS doctrine, it is the appellant's responsibility to meet the necessary requirements of an appeal, in particular by identifying the appropriate respondent(s) already with the statement of

appeal, based on Article R48 of the CAS Code and it is not possible to circumvent such obligation by requesting to join such party at a later stage.

141. In fact, the CAS Code does not allow such a “correction/substitution” of a respondent, especially when the time limit to file the appeal has expired. In addition, any change in the identification of a respondent through joinder is not possible based on Article R56 of the CAS Code (MAVROMATI/REEB, CAS Code Commentary, Second Edition, page 331, para. 41).
142. Furthermore, Article R41.2 of the CAS Code on which the Appellant relied in order to allow Chelsea FC to participate in the proceedings only applies to cases where a respondent (and not the appellant) intends to cause a third party to intervene, which is not the case here, since FIFA did not request such a joinder.
143. Finally, Chelsea FC has decided not to acquire the status of a party to the proceedings although it had the possibility to intervene through a specific request in accordance with Article R41.3 after having been informed of the appeal.
144. The fact that Chelsea FC was informed of the present appeal and given the possibility to become a party to this arbitration (which has not occurred) does not compensate for the Appellant’s failure to identify the latter as a proper respondent in the procedure when filing the present appeal. In fact, there is no mechanism within the CAS Code to compel anyone to participate in the arbitration proceedings. In this respect, participation in a CAS proceeding is only possible through joinder or intervention pursuant to Articles R41.2 or R41.3 of the CAS Code while the panel or the sole arbitrator have no power to order the joinder of a party that was not called as a respondent by the appellant. The Appellant’s arguments to the contrary are therefore rejected.
145. By failing to name Chelsea FC as a respondent, the Appellant irremediably failed to summon a necessary respondent and thus deprived the CAS of the power to review the present dispute.
146. In fact, the Sole Arbitrator is not authorized to rule on the rights of anyone who is not a party to the proceedings. Therefore, the CAS is not in a position to adjudicate the present matter in the absence of Chelsea FC as a respondent because the rights and interests of the latter would be otherwise impaired.
147. The fact that Chelsea FC submitted its position via e-mail on 15 January 2026 cannot serve as a substitute for its formal intervention in accordance with Article R41.3 of the CAS Code and this submission is irrelevant in the absence of Chelsea’s participation as a party in the proceedings for the aforementioned reasons.
148. As a result, the Appellant has to face the consequences of its failure to name Chelsea FC as a respondent in these proceedings.
149. In this respect, the Sole Arbitrator recalls that under Swiss Law, issues relating to standing to be sued are generally considered a reason to reject an appeal on the merits

(see Swiss Federal Tribunal, ATF 126 III 59, para. 1a. p. 63; CAS 2022/A/9134; CAS 2017/A/5359; CAS 2017/A/5227; CAS 2012/A/3032; CAS 2013/A/3372).

150. According to the opinion of the panel in CAS 2013/A/3228, which was relied on by another panel in CAS 2022/A/8923, *“If the prayers for relief, whatever the decision of the CAS panel may be, will affect the rights of a third party that has not been named as respondent in the proceedings before the CAS, there is no scope of review for the CAS panel and the appeal must be dismissed”*.
151. In light of the above, the Appellant’s request for relief submitted in its submissions of 14 October 2025 as well as the requests for relief (ii), (iii) and (iv), shall be dismissed.

XI. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by AS Saint Etienne on 20 August 2025 against the Fédération Internationale de Football Association with respect to the Determination passed by the FIFA General Secretariat on 4 August 2025 on EPP 56025 is dismissed.
2. The Determination of the FIFA General Secretariat on EPP 56025 issued on 4 August 2025 is confirmed.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 18 May 2026

THE COURT OF ARBITRATION FOR SPORT

Mr Fabio Iudica
Sole Arbitrator