Arbitration CAS 2021/A/8230 Real Betis Balompié S.A.D. v. SSC Napoli S.p.A., award of 29 June 2023

Panel: Mr Bernhard Welten (Switzerland), President; Mr Mark Hovell (United Kingdom); Mr José Juan Pintó (Spain)

Football
Training compensation
Calculation of training compensation based on training costs
Explicit wording on an agreement regarding training compensation
Burden of proof
Clarity of clause in employment contract

1. **According to Article 2 of Annexe 4 of the FIFA Regulations on the Status and Transfer of Players (RSTP), training compensation is due when (i) a player is registered for the first time as a professional, or (ii) a professional is transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the season of his 23rd birthday. In that regard, the amount of a buy-out fee does not matter in relation to a training compensation as the training compensation is, pursuant to Article 5 para. 1 of Annexe 4 RSTP, calculated based on the costs of training of the new club. In other words, the training compensation is not a percentage of the compensation paid for the player's transfer, and, therefore, differs from the calculation of the solidarity contribution.**

2. **The 2021 FIFA Commentary on the RSTP states in its relevant part that, unless expressly indicated in the relevant transfer agreement that training compensation will be paid in addition to transfer compensation, it is presumed that any agreed transfer compensation includes the training compensation that was due. It is to be noted that without any explicit wording in relation to training compensation, such training compensation is considered to be included in the transfer or buy-out fee.**

3. **Pursuant to Article 12.3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, 2021 edition, any party claiming a right on the basis of an alleged fact shall carry the burden of proof. This principle is also enshrined in Article 8 of the Swiss Civil Code. Therefore, a party claiming for the training compensation to be paid on top of the transfer compensation carries the burden of evidencing that such training compensation shall be paid.**

4. **For Spanish clubs, it would be easy to avoid any discussion about training compensation to be paid on top of the compensation agreed by the former club and a player by adding one sentence to the employment contract, e.g. for international transfers, the training compensation based on the RSTP shall be paid in addition to the before stated compensation.**

I. PARTIES

1. Real Betis Balompié S.A.D. (the "Appellant" or "Real Betis") is a football club with its registered office in Sevilla, Spain. The club is a member of the Royal Spanish Football Federation (the "RFEF") which in turn is affiliated to the Union of European Football Associations (the "UEFA") and the Fédération Internationale de Football Association (the "FIFA").

2. SSC Napoli S.p.A. (the "Respondent" or "Napoli") is a football club with its registered office in Napoli, Italy. The club is a member of the Italian Football Federation (the "FIGC") which in turn is affiliated to the UEFA and the FIFA.

II. FACTUAL BACKGROUND

3. Below is a summary of the main relevant facts, as established by the Panel on the basis of the Parties' written and oral submissions and the exhibits produced during these proceedings and statements made during the hearing. Additional facts and allegations found in the Parties' submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered carefully all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its award only to the submissions and evidence it considers necessary to explain its reasoning.

A. Background Facts

4. On 1 February 2018, Real Betis and Mr A, born on 3 April 1996 (the "Player") closed an employment contract valid from the date of signature until 30 June 2023 (the "Employment Contract"). With this Employment Contract, the Player became a professional player.

5. Between 21 June 2018 and 2 July 2018, the Parties exchanged several emails including drafts of transfer agreements in relation to the Player.

6. On 4 July 2018, Napoli deposited an amount of EUR 30,000,000 in the account of La Liga in favour of Real Betis.

7. On 6 July 2018, the Player was deregistered by the RFEF and the International Transfer Certificate (the "ITC") was delivered to the FIGC.

8. On 10 July 2018, Real Betis confirmed having received the payment of EUR 30,000,000.

9. On 13 July 2018, the Player was registered by the FIGC for Napoli.

10. On 18 September 2018, Real Betis contacted Napoli and asked for the payment of the training compensation pursuant to Article 20 and Annexe 4 of the FIFA Regulation on the Status and Transfer of Players ("RSTP") in the amount of EUR 595,000 as well as the solidarity contribution pursuant to Article 21 of the RSTP in the amount of EUR 1,275,000.

11. On 9 October 2018, Napoli fully rejected Real Betis' requests.

12. On 10 October 2019, Real Betis reiterated its requests to receive training compensation and solidarity payment in relation to the transfer of the Player.

13. On 21 October 2019, Napoli confirmed the payment of the solidarity contribution to Elche CF and its rejection of Real Betis' requests.

B. Proceeding before the FIFA Dispute Resolution Chamber

14. On 5 August 2020, Real Betis lodged its claim with the FIFA Dispute Resolution Chamber (the "FIFA DRC") against Napoli and asked for the following:

    "1. To accept this claim and to declare that the Respondent has failed to satisfy the financial obligations related to the Training Compensation.

    2. To issue a decision requiring the Respondent to pay the Claimant the overdue training compensation due to the Player's Transfer in the amount of EUR 595,000.00 (five hundred ninety five thousand Euro) immediately, together with five percent 5% per annum interest rate starting from 6 August 2018 until full and entire payment.

    3. To order the Respondent to assume the entirety of the FIFA DRC administration and procedural fees, if any".

15. On 4 September 2020, FIFA informed Napoli about the claim filed by Real Betis and asked Napoli to start with the payment of the training compensation *"in accordance with the applicable rules or to provide our services with valid reasons which might justify a possible refusal".*

16. On 9 October 2020, Napoli filed its answer to Real Betis' claim and requested as follows:

    "In the light of all the described circumstances, SSC Napoli requests FIFA to dismiss the claim filed by Real Betis, condemning it to pay all the proceedings costs and legal fees".

17. On 2 November 2020, FIFA confirmed having received Napoli's answer and set Real Betis a deadline to file its comments to it.

18. On 18 November 2020, Real Betis filed its comments to Napoli's answer, confirming its prayers filed on 5 August 2020.

19. On 2 December 2020, Napoli filed its final answer with the FIFA DRC, filing the following prayers for relief:

    – *"to dismiss the claim filed by Real Betis;*

    – *subsidiarily, to reduce the sum to be granted to Club Betis as described at paragraph 6 above;*

    – *to condemned Club Betis to pay all the proceedings costs and legal fees".*

20. On 4 December 2020, FIFA informed the Parties that the investigation-phase of the present matter is closed and no further submissions from the Parties will be admitted to the file.

21. On 11 March 2021, the FIFA DRC took its decision in the case TMS 6509 which was sent to the Parties by email of 20 April 2021. The findings were as follows:

    "1. The claim of the Claimant, Real Betis Balompié, is rejected.

    2. No procedural costs are payable (cf. art. 17 par. 1 and 18 par. 1 of the Rules Governing the Procedure of the Players' Status Committee and Dispute Resolution Chamber)".

22. On 23 July 2021, the FIFA DRC sent the decision of 11 March 2021(TMS 6509) together with the reasons (the "Appealed Decision") to the Parties. These grounds may be summarized as follows:

    - In the present matter, the RSTP edition June 2018 is applicable as well as the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, 2021 edition (the "Procedural Rules"). The Parties did not dispute that the payment of the buy-out fee by Napoli to Real Betis is to be considered a transfer compensation in the sense of the RSTP.

    - As a consequence, the activation of the buy-out clause by the Player when Napoli voluntarily paid EUR 30 million has to be considered a "transfer" in the sense of the RSTP. All involved parties agreed on the early termination of the Employment Agreement and the new employment of the Player with Napoli. Based on the jurisprudence of the FIFA DRC, when two clubs enter into a transfer agreement which provides for financial compensation to be paid to the former club of a player, the training compensation is considered as being included in such compensation, unless otherwise agreed between them.

    - If the training compensation should be paid on top of the compensation, the transfer agreement shall refer to a specific amount to be paid as training compensation. However, in the present matter, no transfer agreement was validly concluded. The payment made by Napoli to Real Betis in the context of the registration of the Player was based on a buy-out clause included in the Employment Contract; such Employment Contract does not mention a training compensation. Real Betis did not bring any evidence in support of its allegation that Napoli would have agreed to pay an additional training compensation. Therefore, the Parties did not agree on the training compensation being due to Real Betis in addition to the buy-out fee. Real Betis' claim is, therefore, rejected.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 13 August 2021, Real Betis filed its Statement of Appeal pursuant to Article R48 of the Code of Sports-related Arbitration (the "Code") with the Court of Arbitration for Sport (the "CAS") against Napoli and requested that a sole arbitrator shall decide the case.

24. On 16 August 2021, the CAS Court Office acknowledged receipt of Real Betis' Statement of Appeal and initiated the present arbitral procedure.

25. On 18 August 2021, Real Betis requested that both proceedings, CAS 2021/A/8227 (TMS 6508) and the present case (TMS 6509) shall be consolidated and decided by the same sole arbitrator.

26. On 25 August 2021, Napoli informed the CAS Court Office that it opposes to Real Betis' request that a sole arbitrator shall decide the present case and it nominated Mr. Mark Hovell, Solicitor in Manchester, UK as arbitrator. Further, Napoli agreed that the present case could be decided together with CAS 2021/A/8227.

27. On 31 August 2021, the CAS Court Office informed the Parties that the President of the CAS Appeals Arbitration Division has decided to submit this procedure to a three–member Panel, pursuant to Article R50 of the Code.

28. On 3 September 2021, FIFA informed the CAS Court Office that it renounces its right to intervene in the present arbitration proceeding and it filed a clean copy of the Appealed Decision.

29. On 6 September 2021, Real Betis nominated Mr. José Juan Pinto, Attorney-at-Law in Barcelona, Spain as arbitrator.

30. On 21 September 2021, Real Betis filed its Appeal Brief dated 20 September 2021 pursuant to Article R51 of the Code.

31. On 22 September 2021, the CAS Court Office confirmed having received Real Betis' Appeal Brief and it set Napoli a deadline of 20 days to file its Answer pursuant to Article R55 of the Code.

32. On 27 September 2021, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter is constituted as follows:

President: Mr. Bernhard Welten, Attorney-at-law in Bern, Switzerland

Arbitrators: Mr. José Juan Pinto, Attorney-at-law in Barcelona, Spain

Mr. Mark Andrew Hovell, Solicitor in Manchester, UK

33. On 2 November 2021, Napoli filed its Answer dated 28 October 2021 pursuant to Article R55 of the Code.

34. On 3 and on 9 November 2021, the Parties informed the CAS Court Office that they both prefer to hold a hearing in the present matter.

35. On 8 December 2021, the CAS Court Office confirmed to the Parties that a hearing would be held in Lausanne on 29 March 2022.

36. On 17 and 18 January 2022, Napoli and Real Betis signed the Order of Procedure and returned it to the CAS Court Office.

37. On 25 January 2022, FIFA sent the complete case file in the proceedings TMS 6509 to the CAS Court Office.

38. On 29 March 2022, the hearing took place in Lausanne. Real Betis was represented by Mr. Alphonso León, Mr. Alessandro Mosca and Mr. Victor Omnes, all Attorneys-at-law. Napoli was represented by Mr. Mattia Grassani, Mr. Luca Smacchia and Mr. Luigi Carlotti, all Attorneys-at-law. By videoconference, the witness for Napoli, Mr. Andrea Chiavelli, CEO was heard. Further, Mr. Federico Martínez Feria as representative of Real Betis was present in the hearing by videoconference as well. The Panel was present and assisted by Mr. Antonio De Quesada, Head of Arbitration.

39. At the beginning of the hearing, the Parties confirmed to have no objections against the Panel deciding this case, nor its constitution. At the end of the hearing, the Parties explicitly confirmed that their right to be heard and the equal treatment of the Parties were fully respected.

40. On 30 March 2022, Napoli sent an email with additional documents to the CAS Court Office in relation to the draft of the RSTP filed by Napoli with its Appeal Brief as exhibit R24.

41. On 4 April 2022, Real Betis rejected these documents filed by Napoli in pointing out to Article R57.3 of the Code and to the fact that such document was apparently sent in November 2020 whereas the transfer of the Player happened in 2018.

42. On 19 April 2022, The CAS Court Office informed the Parties about the Panel's decision to not admit the documents sent on 30 March 2022 into the case file.

IV. SUBMISSIONS OF THE PARTIES

43. In the following summaries, the Panel will not include every argument put forward to support the Parties' prayers for relief. Nevertheless, the Panel has carefully considered and taken into account all of the evidence and arguments submitted by the Parties, but limits its explicit references to those arguments that are necessary in order to explain its decision.

A. The Appellant's Submissions and Requests for Relief

44. The Appellant's submissions, in essence, may be summarized as follows:

- Based on Articles 1 and 2 of Annexe 4 of the RSTP, Real Betis is entitled to receive training compensation from Napoli as the Player was 22 when he was transferred in July 2018. CAS 2010/A/2098 and CAS 2019/A/6525 both confirm that the execution of Article 5 of the Employment Contract relating to the Spanish Real Decreto 1006/1985 (the "Real Decreto") is a transfer within the meaning of Article 20 and Article 1 of Annexe

4 of the RSTP and, as a consequence, Real Betis was entitled to receive training compensation.

- The FIFA DRC misinterpreted the contractual clause of Article 5 of the Employment Contract and erred in rejecting the claim on five main grounds: (i) no agreement between the Parties; (ii) Real Betis never consented to include the training compensation in the buy-out fee; (iii) the *"cláusula de recisión"* is a mandatory right granted to professional players; (iv) the buy-out fee in Article 5 of the Employment Contract is a net amount and (v) Napoli paid to Elche CF training compensation on top of the buy-out fee paid to Real Betis.

- The whole CAS jurisprudence is based on facts where a transfer agreement is closed between two clubs. However, in the present matter no such transfer agreement was closed and the transfer happened only because Article 5 of the Employment Contract granted the possibility to the Player to early leave against payment of a buy-out fee. The Spanish Supreme Court ruled on the difference between an agreed transfer amount and the compensation due to early termination of a professional contract and stated that it is impossible to consider both phenomena as equal or simply analogues.

- Real Betis clearly indicated to Napoli that the training compensation was not included in the buy-out fee. As a consequence, it never waived its legitimate rights to receive training compensation for the Player. Napoli, however, tried to find a way to attempt avoiding the payment of the training compensation. It deliberately decided to ignore the clarifications made by Real Betis in the negotiations for a transfer agreement.

- The RFEF regulations do foresee the mandatory nature of such a buy-out clause. This means that the stipulation of a compensation amount in the employment contract of a professional footballer is a requirement imposed by the RFEF rules. Such amount is exclusively negotiated and agreed between a club and a player. As a consequence, Real Betis was not in a position to contest or make any objection to the early termination of the Employment Contract. There is no clear and unambiguous waiver of the training compensation by Real Betis.

- The buy-out fee and the training compensation are based on different reasons; the first is based on the Real Decreto and the second is based on the RSTP. Napoli had to pay the full buy-out fee in order to get the Player out of the Employment Contract. Therefore, the buy-out fee was net of any solidarity contribution/training compensation. CAS 2015/A/4188 clearly states that the compensation payments must be net without the deduction of solidarity contribution and thus training compensation if based on the Real Decreto. Interesting is that the CAS did not make any distinction between training compensation and solidarity contribution, however, the DRC surprisingly does. This is confirmed in the present matter as Article 5 of the Employment Contract clearly stated that the payment shall be made before the Player is free to move to another club, meanwhile based on the RSTP the solidarity contribution and training compensation will only become payable after the Player was registered with the new club.

- Napoli confirmed having paid EUR 45,000 as training compensation to Elche CF which is on top of the buy-out fee paid to Real Betis. This means that the buy-out fee is gross when it comes to Real Betis' request, on the other hand it is net when it comes to Elche CF's portion of the training compensation. Article 20 of Annexe 4 of the RSTP does not allow such an interpretation.

- In looking at the Player's passport the calculation of the training compensation due to Real Betis resulted in an amount of EUR 595,000 plus 5% interest p.a. starting on 6 August 2018.

45. In its prayers for relief, the Appellant requested as follows:

"A. To admit this appeal and accept it insofar as declaring that the Respondent has failed to satisfy the financial obligations related to the training compensation;

B. To order to the Respondent to pay immediately in favour of the Appellant:

a. the overdue training compensation due to the Player's Transfer in the amount of EUR 595,000.00 (five hundred ninety five thousand Euro) immediately;

b. The corresponding interest of five percent 5% per annum starting from 6 August 2018 until full and entire payment.

C. To order the Respondent to assume the entirety of the CAS administration and procedural fees;

D. To order the Respondent to reimburse any legal fee that the Appellant spent in order to obtain this overdue training compensation".

B. The Respondent's Submissions and Requests for Relief

46. The Respondent's submissions, in essence, may be summarized as follows:

- The Bosman ruling marked the starting point to negotiate a solution between the European Union and UEFA which ended in the 2001 agreement based on three main objectives: (i) ending exorbitant transfer fees, (ii) ensuring contractual stability, and (iii) providing financial solidarity between clubs. This led to the institutes of training compensation and solidarity mechanism foreseen in the RSTP. In this sense, the imposition of a financial levy by FIFA, in addition to the payment of a fee in the context of player transfers, represents an unjustified obstacle to the employees' freedom to move. Therefore, training compensation is deemed to be included in the amount paid by the new club for the transfer of a player.

- Under the Real Decreto, a club has the possibility to decide on the amount it accepts for the departure of a specific player. In the present matter, Napoli exactly paid this amount stated in the Employment Agreement. It is not an obligation for a club to fix such a specific amount in the employment contract as alternatively, a judge will calculate such

amount. In the present matter, it is not contested that it is a transfer of the Player. As clubs from two different national associations, the RFEF and the FIGC, are involved, it is an international transfer which is exclusively governed by the FIFA regulations. The amount paid by Napoli shall be considered as a transfer compensation which includes solidarity contribution and training compensation. In a draft for a new Article 2 of Annexe 4 of the RSTP was foreseen in lit. h that training compensation is not due where a professional is transferred before the expiry of his contract, unless the parties explicitly agree that training compensation shall be paid in addition to the transfer compensation.

- In the present case, the Player moved to Napoli only after the termination of the Employment Contract. Further, Real Betis decided to insert the clause in the Employment Contract based on the Real Decreto and, as a consequence, gave with this clause its consent for the Player's leaving to join another club. Therefore, Real Betis lost its right to receive training compensation.

- In the present matter, the payment of the buy-out fee foreseen in the Employment Contract can be considered as termination under the activation of a right recognized to the Player by the Spanish law. No contractual breach occurred, it was an early mutual termination between Real Betis and the Player.

- In the negotiations before paying the buy-out fee, Napoli tried to have a transfer agreement in place with Real Betis, confirming the amount stipulated in the Employment Contract. However, Real Betis tried to abuse its position and get further payments not stipulated in the Employment Contract. In this sense, Real Betis started a new discussion with Napoli instead of giving an interpretation of the clause in the Employment Contract. It was Real Betis drafting the buy-out clause of the Employment Contract without mentioning training compensation and solidarity contribution.

- The insertion of the buy-out clause in an employment contract is not mandatory as alleged by Real Betis. The Real Decreto clearly states that if no buy-out clause is foreseen in an employment contract, the judge will then decide the amount to be paid by the player for early leaving the employment relationship without cause attributable to the club. This was confirmed by an article published in "Football Legal". As a consequence, Real Betis had the choice to insert the buy-out clause in the Employment Contract. Even if such buy-out clause would be mandatory, Real Betis had the possibility to mention that the buy-out fee does not include training compensation.

- Napoli disagrees with Real Betis' allegation that the buy-out fee is a net amount. As the present transfer happened under the FIFA regulations, solidarity contribution and training compensation are included in the transfer compensation which is the buy-out fee in the present matter. Without any agreed provisions different from this principle, the FIFA rules shall apply. Napoli exactly did as is stated in CAS 2015/A/4188. On the other side, CAS 2018/A/5950 states that buy-out clauses can merely be triggered in case the full payment is made and the solidarity contribution of third clubs shall be paid on top, as Napoli did with Elche CF. If a training compensation should be paid on top of the

transfer fee, this should be clearly mentioned in the transfer contract or, as in the present matter, in the buy-out clause. As this was not the case, Real Betis accepted the departure of the Player receiving the full buy-out fee, without any deductions; this means that the buy-out fee includes the transfer fee, eventual solidarity contribution as well as training compensation. In addition to the buy-out fee, Napoli has to pay solidarity contribution and training compensation to third clubs on top of the buy-out fee.

- As Elche CF contributed to the Player's training during the sport season 2016/17 and it did not receive any transfer compensation of the Player's transfer from Real Betis to Napoli, Elche CF's right to training compensation had to be paid by Napoli on top of the buy-out fee. However, this does not affect the present proceeding at all. Real Betis has no right to receive training compensation.

- In case that Real Betis should have a right to receive training compensation, the calculation shall be made in a correct way. It is payable until the end of the sport season of the Player's 21st birthday; therefore, the sport season 2017/18 which is the season of the Player's 22nd birthday, shall not be taken into consideration. Based on Article 3.1 of Annexe 4 of the RSTP only the time he was effectively trained shall be considered. This time is shown in the Player's sport passport which does not prove a continuous registration with Real Betis, but it shows that there are periods with no record. Such periods cannot be allocated to Real Betis. As a consequence, the maximum amount cannot exceed EUR 428,903.80.

47. In its prayers for relief, the Respondent requested as follows:

"- dismiss the appeal filed by Real Betis against the decision passed by the FIFA DRC on 11th March 2021.

- condemn the Appellant to pay all the procedural costs of the present procedure as well as the contribution towards the legal expenses incurred by SSCN in the measure to be ascertain by the Panel".

V. JURISDICTION

48. Article R47 of the Code states 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".

49. Real Betis and Napoli relied on Articles 57, 58 of the FIFA Statutes and Article R47 of the Code to confer jurisdiction to the CAS. Furthermore, both Parties confirmed the CAS jurisdiction when signing the Order of Procedure.

50. The Panel agrees with the Parties and decides that CAS has jurisdiction to decide the present case.

VI. ADMISSIBILITY

51. The Appealed Decision was communicated by FIFA to the Parties by email of 23 July 2021.

52. Real Betis' Statement of Appeal is dated 13 August 2021 and was received by the CAS Court Office on the same day. Therefore, the Statement of Appeal was filed within 21 days from the communication of the Appealed Decision. The Appeal complied with all of the requirements of Article R47 ss. of the Code, including of the payment of the Court Office fee.

53. It follows that the Appeal is admissible.

VII. APPLICABLE LAW

54. In its Appeal Brief, Real Betis referred to Article 57 para. 2 of the FIFA Statutes and Article R58 of the Code and submitted that the FIFA regulations shall be applied, but the Spanish law, especially the Real Decreto shall have the primacy based on the specificities of the case.

55. Napoli, in its Answer, referred to Article R58 of the Code which points to Article 57 para. 2 of the FIFA Statutes. Therefore, primarily the FIFA regulations and, subsidiarily, Swiss law shall be applied.

56. The Panel acknowledges that Real Betis and the Player did not explicitly agree on an applicable law in the Employment Contract. With the transfer of the Player to Napoli, this internal Spanish matter became of international dimension. The Real Decreto is applicable to employment relations within Spain and therefore particular to Spanish Law. However, it is not disputed whether the buy-out clause was exercised and the Player moved accordingly. What is in dispute, is whether Training Compensation was triggered or not, and that concerns the RSTP and subsidiarily Swiss Law. Therefore, Real Betis' allegations of the primacy of the application of Spanish law, especially the Real Decreto, has to be rejected.

57. Further, the Panel points out to Article 57 para. 2 of the FIFA Statutes and Article R58 of the Code and holds that primarily the FIFA regulations and, subsidiarily, Swiss law shall be applied.

VIII. MERITS

58. In the present matter, the main relevant facts of the Player's transfer from Real Betis to Napoli are clear and uncontested. Therefore, it is for the Panel to decide the main dispute between the Parties, if the training compensation requested from Real Betis must be paid on top of the compensation already paid by Napoli.

59. Starting point for the Panel are the applicable FIFA regulations, especially Article 20 and Annexe 4 RSTP and the wording and its interpretation of the Article 5 of the Employment Contract agreed between Real Betis and the Player which relies on the *"Real Decreto 1006/1985, de 26 junio, por el que se regula la relación laboral especial de los deportistas profesionales"* (free translation:

Real Decreto 1006/1985, of 26 June which regulates the special employment relationship of professional athletes).

A. Employment contract / Real Decreto / FIFA Regulations

60. Article 5 of the Employment Contract states:

"5.1 Rescisión por voluntad unilateral del jugador:

Si durante el periodo de vigencia del presente contrato se planteara la extinción del mismo, por voluntad del JUGADOR, sin causa imputable al Club, el Real Betis Balompié tendrá derecho a percibir, bien directamente por parte del jugador o por un tercer club o sociedad anónima deportiva en su nombre, una indemnización de:

> *a) TREINTA MILLONES DE EUROS (30.000.000.-€) para el caso de que el Club milite en Primera División en la temporada en curso en el momento de dicha extinción o para el caso en que, aun militando el club en Segunda División, las retribuciones del jugador previstas en el presente contrato no sufrieran reducción alguna por descenso de categoría, circunstancia que deberá comunicar el Club al jugador antes del 1 de julio de la temporada en la que el Club milite en Segunda División; o*
>
> *b) […]*
>
> *El abono de las indemnizaciones arriba descritas serán requisito ineludible para la efectividad de dicha extinción, estándose con respecto a los responsables del pago a lo dispuesto en el Artículo 16 del Real Decreto 1006/1985, de 26 de junio.*

EL JUGADOR no podrá rescindir el presente CONTRATO, ni el CLUB autorizar la transferencia de su ficha federativa, ni ser contratado por Club o entidad deportiva española o extranjera de clase alguna si previamente no se ha materializado íntegramente, el pago indemnizatorio aquí convenido".

Freely translated by the Respondent:

"5.1 Termination by unilateral will of the player:

If during the period of validity of this contract the termination of the same is planned, by will of the PLAYER, without cause attributable to the Club, Real Betis Balmpié will be entitled to receive, either directly by the player or by a third club or sports-limited company on his behalf, a compensation of:

> *a) THIRTY MILLION EUROS (30.000.000.-€), in the event that the Club plays in the First Division in the season in progress at the time of such termination or in the event that, even if the Club plays in the Second Division, the player's remuneration provided for in this contract does not suffer any reduction due to relegation, a circumstance that the Club must communicate to the player before July 1 of the season in which the Club plays in the Second Division;*
>
> *b) […]*

The payment of the above-described indemnifications will be an unavoidable requirement for the effectiveness of the above-mentioned extinction, being with respect to what is provided for in the Article 16 of the Royal Decree 1006/1985, of 26 June.

The PLAYER may not terminate this CONTRACT, nor may the CLUB authorize the transfer of its federative record, nor be contracted by any Spanish or foreign Club or sports entity of any kind if the indemnity payment agreed herein has not been paid in full".

61. The Panel acknowledges that Article 5 of the Employment Contract corresponds to Article 16 of the Real Decreto and speaks about a termination of the employment relationship. Articles 13 and 16 of the Real Decreto state:

"Art. 13 Extinción del contrato

La relación laboral se extinguirá por las siguientes causas:

[…]

i) Por voluntad del deportista profesional.

Art. 16. Efectos de la extinción del contrato por voluntad del deportista.

Uno.– La extinción del contrato por voluntad del deportista profesional, sin causa imputable al club, dará a éste derecho, en su caso, a una indemnización que en ausencia de pacto al respecto fijará la Jurisdicción Laboral en función de las circunstancias de orden deportivo, perjuicio que se haya causado a la entidad, motivos de ruptura y demás elementos que el juzgador considere estimable.

En el supuesto de que el deportista en el plazo de un año desde la fecha de extinción, contratase sus servicios con otro club o entidad deportiva, éstos serán responsables subsidiarios del pago de las obligaciones pecuniarias señaladas.

Dos.– La resolución del contrato solicitada por el deportista profesional, fundada en alguna de las causas señaladas en el artículo 50 del Estatuto de los Trabajadores, producirá los mismos efectos que el despido improcedente sin readmisión".

Freely translated:

"Art. 13. Termination of the contract.

The employment relationship will be terminated for the following reasons:

[…]

i) At the will of the professional athlete.

Art. 16 Effects of the termination of the contract at the will of the athlete.

One.- The termination of the contract at the will of the professional athlete, without cause attributable to the club, will give the club the right, where appropriate, to compensation that, in the absence of an agreement in this regard, will be established by the Labor Jurisdiction based on the sporting circumstances, damage that has been caused to the entity, reasons for rupture and other elements that the judge considers estimable.

In the event that the athlete, within one year from the date of termination, hires his services with another club or sports entity, they will be subsidiarily responsible for the payment of the pecuniary obligations indicated.

Two.- The resolution of the contract requested by the professional athlete, based on any of the causes indicated in article 50 of the Workers' Statute, will produce the same effects as unfair dismissal without reinstatement".

62. The regulatory basis of the training compensation is stated in Article 20 and Annexe 4 of the RSTP. Below is the wording of Article 20 of the RSTP; the provisions of Annexe 4 of the RSTP will be cited as necessary in the reasoning to follow:

"20 Training compensation

Training compensation shall be paid to the player's training club(s): (1) when a player signs his first contract as a professional, and (2) each time a professional is transferred until the end of the season of his 23rd birthday. The obligation to pay training compensation arises whether the transfer takes place during or at the end of the player's contract. The provisions concerning training compensation are set out in Annexe 4 of these regulations. The principles of training compensation shall not apply to women's football".

B. In which cases and to whom has the training compensation to be paid?

63. Article 2 of Annexe 4 RSTP states that training compensation is due when (i) a player is registered for the first time as a professional, or (ii) a professional is transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the season of his 23rd birthday.

64. Born on 3 April 1996, the Player was 22 years old when he was registered with the FIGC for Napoli on 13 July 2018. According to the Player's passport, he was less than 21 years old when he was training and playing with Real Betis and less than 23 years old when he was registered with Napoli.

65. The Panel acknowledges, that in the present matter no exception of the duty to pay training compensation pursuant to Article 2 para. 2 of Annexe 4 RSTP is applicable. In July 2018, the Player moved as a professional from Real Betis to Napoli. As a consequence, Article 2 para. 1 lit. ii. of Annexe 4 RSTP is applicable in the present matter.

66. Article 3.1 of Annexe 4 RSTP states in relation to professional players being transferred as follows:

"1. […] In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club".

67. The 2021 FIFA Commentary on the RSTP states on p. 296 in relation to a professional player being transferred:

"On the other hand, if a professional transfers internationally prior to the end of the calendar year of their 23rd birthday, training compensation will only be owed to the releasing club for the time it was responsible for training the player. This feature of the system is encapsulated in the phrase 'the first registration (of a player as a professional) breaks the chain'.

The principle of 'the first registration breaks the chain' is applied in a strict manner. […] If the player then goes on to be transferred internationally to a third club, as a professional player, before the end of the calendar year of their 23rd birthday, only the player's last club prior to the international transfer will be entitled to claim training compensation - none of their previous training clubs will be entitled to training compensation from this second transfer. […] the principle that the first registration breaks the chain is based on the presumption that member associations will have such a system in place".

68. Pursuant to the applicable provisions and the FIFA commentary which is summing up the FIFA jurisprudence, only Real Betis as the Player's last training club can ask for a training compensation. The conditions set in the RSTP regarding the training compensation are fulfilled in the present matter, giving Real Betis the general right to ask for such training compensation to be paid by Napoli as the Player's new club.

C. Parties' Agreement in relation to the Training Compensation?

69. Article 3 para. 1 Annexe 4 RSTP states: *"[…], the club with which the player is registered is responsible for paying training compensation within 30 days of registration […]".* Therefore, it is generally Napoli's duty as the Player's new club to pay training compensation. As stated before, Real Betis is the Player's former club being entitled to training compensation. With the signing of the Player's first employment contract as a professional with Real Betis on 1 February 2018, 'the chain was broken' as stated in the FIFA Commentary on p. 297.

70. As a consequence, the Panel holds that based on the applicable FIFA regulations the training compensation is only a subject matter between a Real Betis and Napoli and there is no third-party club involved. As the amount of the training compensation is independent from the transfer compensation being paid, it is generally up to the Parties to find an agreement in relation to the training compensation.

71. Article 5 para. 1 of Annexe 4 RSTP states that *"[a]s a general rule, to calculate the training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself".* Para. 2 continues: *"[...] In the case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the number of years of training with the former club".*

72. In relation to the Appellant's statements as the former club, the 2021 FIFA Commentary on the RSTP states on p. 310: *"A recurrent issue is whether a club may renounce its right to training compensation or sign a binding waiver of this right in favour of the new club. It is quite common, for example,*

for training clubs to give up their entitlement in exchange for a share of future transfer compensation generated by the player.

The DRC has repeatedly confirmed that this is permitted. However, it has made any waiver subject to several conditions. First and foremost, the waiver must be explicit. In this respect, CAS has affirmed that any statement by a club to the effect that one of its players is a 'free player' should be taken to refer to the fact the player is out of contract, not to any entitlement to training compensation.

Secondly, only the party entitled to training compensation (i.e. the relevant training club) can waive it. In other words, if a player's last training club waives its right to training compensation, this waiver is applicable to that training club only, and not to any other club that may have trained the player during his career.

Finally, a unilateral declaration by a training club constitutes a valid waiver. CAS has confirmed the DRC approach in this regard [CAS 2017/A/5277]".

73. In the present case, Article 5.1 of the Employment Contract is formally based on the Real Decreto. However, the effect of this provision is the same as for 'classical' buy-out clauses agreed upon between the former club and a player. Article 5.1 of the Employment Contract grants the Player the right (mandatory under the Real Decreto) to terminate the Employment Contract early by paying the amount of EUR 30 million to Real Betis. This Article 5.1 of the Employment Contract explicitly stated that it does not matter if it is the Player or a third-party, e.g., Napoli as the new club, paying this buy-out fee. This further confirms, that Article 5.1 of the Employment Contract can be considered as a buy-out clause, independently of its basis in the Real Decreto.

74. The Panel acknowledges that in Article 5.1 of the Employment Contract there are no references to additional payments, like e.g., training compensation or solidarity contribution being made. Even if the Parties were not able to find a consensus to close a transfer agreement, Article 5.1 of the Employment Agreement has to be considered Real Betis' offer to the Player to early terminate the Employment Contract against the payment of EUR 30 million. This offer was accepted by the Player and Napoli by paying the requested amount for the Player to La Liga in favour of Real Betis. As a fact, there is no transfer agreement agreed and signed by all three parties involved, but instead, there is a first agreement between Real Betis and the Player (the Employment Contract) then there is the second agreement between the Player and Napoli (the new employment contract) and as a consequence indirectly there is an agreement between Real Betis and Napoli in relation to the buy-out fee of EUR 30 million for the Player's move.

75. The main dispute between the Parties is if the training compensation for Real Betis shall be paid by Napoli on top of the compensation of EUR 30 million paid pursuant to Article 5.1 of the Employment Contract. The Panel is of the opinion that the wording of Article 5.1 of the Employment Contract is clear and generally no interpretation is needed. On the other hand, Article 5.1 of the Employment Contract does not contain any wording in relation to the training compensation. As Real Betis appealed the DRC decision and stated that that its offer to early terminate the Employment Contract for an amount of EUR 30 million did not include training compensation and, as a consequence, asked that this has to be paid on top, the majority of the Panel is of the opinion that it is for Real Betis to comfortably satisfy it.

76. The Panel holds that it remained uncontested between the Parties that the Player's move from Real Betis to Napoli in July 2018 was a transfer, even if this happened outside of so-called standard transfers based on transfer agreements. As a consequence, the compensation of EUR 30 million stated in Article 5.1 of the Employment Contract has to be considered as a buy-out fee, regardless of its basis being the Real Decreto respectively Article 5.1 of the Employment Contract. The amount of this buy-out fee does not matter in relation to a training compensation as the training compensation is, pursuant to Article 5 para. 1 of Annexe 4 RSTP, calculated based on the costs of training of the new club. In other words, the training compensation is not a percentage of the compensation paid for the player's transfer, and, therefore, differs from the calculation of the solidarity contribution.

77. As a summary, the Panel holds that in the present case the Parties did not sign any transfer agreement for the Player; therefore, no direct waiver of Real Betis as the former club to Napoli exists in relation to the training compensation related to the Player. Further, Real Betis and the Player did not agree on any waiver neither; Article 5.1 of the Employment Contract does not show any wording in this relation. Therefore, the before cited extract of the FIFA Commentary regarding the waiver does not help to solve the Parties' dispute in the present matter.

78. As Real Betis and the Player did not include any wording in Article 5.1 of the Employment Contract regarding the training compensation and no other communication by Real Betis was filed in the present procedure in relation to an explicit waiver for the training compensation, the Panel will continue to find an answer to the Parties' dispute in looking in the FIFA and CAS jurisprudence.

D. FIFA / CAS Jurisprudence in relation to Training Compensation

79. The 2021 FIFA Commentary on the RSTP states on p. 290 for international transfers of professionals in referring to the DRC decision of 26 September 2019 and CAS 2004/A/785:

"According to case law, unless expressly indicated in the relevant transfer agreement that training compensation will be paid in addition to transfer compensation, it is presumed that any agreed transfer compensation includes the training compensation that was due".

80. It is undisputed by the Parties that the Player's move from Real Betis to Napoli is a transfer within the meaning of the RSTP. However, no transfer agreement was concluded between the Parties as the Player could terminate the Employment Contract early based on its Article 5.1. Accordingly, no formal consent was reached by the Parties on the conditions for the Player's transfer in one single document. The Panel is, therefore, of the opinion that decisions relying on tripartite transfer agreements – signed by the former and new club as well as the transferred player – cannot directly be applied in the present matter.

81. As stated before, Real Betis and the Player agreed on Article 5.1 of the Employment Contract which is a buy-out clause. Therefore, the Panel is looking for decisions where such buy-out clauses were agreed on between the former club and the transferred player and the training compensation was at dispute.

82. The first case that considered this issue was CAS 2004/A/785. In that matter, the player concerned went from the first club to the second club on an apparent "free" transfer. However, the second club undertook certain payment obligations that the first club had to the player and as such, there was consideration for the transfer. The panel concluded (emphasis added):

"Against the above background, the Panel's interpretation of the transfer agreement concluded by the parties in November 2002 is that the Appellant was content to transfer the Player Gislason to the Respondent on the stated terms: through such transfer the Appellant was indeed released from its obligation to pay a considerable sum of money, i.e. the second sign on fee and the salaries due to the Player up to the end of his contract, as well as the applicable social charges. By agreeing to a free transfer without making any reservation for an additional compensation for training, the Appellant effectively waived, at least towards the Respondent, any right to claim an additional payment".

83. The additional payment that was deemed waived, was the first club's claim to training compensation.

84. This approach was followed in TAS 2011/A/2455, where the panel stated (free translation from Spanish):

"The Panel also endorses the position that has been taken by FIFA, according to which "as a general rule, compensation for training is considered to be included in the transfer compensation, if two parties conclude a transfer contract containing, inter alia, a financial obligation, i.e. transfer compensation.". In these cases, a presumption seems to emerge which, however, can always be rebutted by the club claiming payment of compensation for training.

For all the above, the Panel is of the opinion that, in view of the facts, the price agreed between the parties in the Transfer Agreement should be understood as a total value, including compensation for training and compensation for transfer, so that no additional amount to the title is due to River".

85. In CAS 2011/A/2559, the appellant (the new club) referred to CAS 2004/A/785 in pointing out that in case the former club concluded a contract with the new club for the transfer of a player and clearly agreed that all financial aspects of the transfer were validly and fully agreed upon without reserving its right to claim for training compensation, such training compensation is regarded as being included in the compensation agreed between the parties. The panel held in this case that based on its information available, no direct negotiations were conducted between the appellant and the respondent in connection with the player's termination of his employment contract. However, evidence was produced to show that the player confirmed to the respondent the existence of an agreement under which his employment contract could be terminated against the payment of a certain amount. In addition, between the old and the new club there was a third party, financial investor, involved holding the economic rights of the player. In the end, the panel held that the appellant was not able to satisfy its burden of proof to show that the amount received by the respondent undoubtedly constituted a transfer compensation relating to the player's transfer from the respondent to the appellant. As a consequence, the appeal was dismissed. The role of the financial investor or third-party owner was critical in this case.

86. The Panel holds that not many cases in relation to buy-out clauses and disputes over the training compensation similar to the present matter can be found. In addition, CAS 2011/A/2559 is about a different subject-matter as there was a third party, not being a club, involved and the dispute was mainly if the payment received by the former club was paid as transfer compensation or not. In the present matter, there is no doubt that the EUR 30 million received by Real Betis from La Liga and paid by Napoli for the Player to La Liga was the transfer compensation related to the buy-out clause in the Employment Contract. Therefore, CAS 2011/A/2559 does not help to solve the present dispute.

E. Burden of Proof / Interpretation of Art. 5.1 of the Employment Contract

87. Based on Article 12.3 of the Procedural Rules, *"[a]ny party claiming a right on the basis of an alleged fact shall carry the burden of proof. […]"*. This principle corresponds to Article 8 of the Swiss Civil Code ("SCC") which states:

"Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact".

88. In the present matter, Real Betis appealed the DRC decision and claimed for the training compensation to be paid on top of the transfer compensation agreed on in Article 5.1 of the Employment Contract. Therefore, the Panel holds that pursuant to Article 12.3 of the Procedural Rules it is for Real Betis to evidence that training compensation shall be paid by Napoli on top of the compensation stated in Article 5.1 of the Employment Contract.

89. Real Betis rejects the application of the FIFA and CAS jurisprudence referred to in CAS 2004/A/785 with the reasoning that in the present matter no transfer agreement was closed between the Parties and the compensation stated in Article 5.1 of the Employment Contract is different from a transfer fee. As stated before, the majority of the Panel disagrees with Real Betis' view as from a legal point of view it does not matter if an amount paid to a player's former club is considered a transfer or buy-out fee. It remained undisputed that in the present matter Real Betis received such a buy-out fee for the Player's transfer to Napoli. It is correct, that the Parties did not execute a written transfer agreement. However, Real Betis offered the possibility to early terminate the Employment Contract by receiving the compensation stated in Article 5.1 of the Employment Contract and Napoli accepted this offer by paying for the Player said amount to La Liga in favour of Real Betis. Article 5.1 of the Employment Contract explicitly stated that *"Real Betis Balompié will be entitled to receive, either directly by the player or by a third club or sports-limited company on his behalf, a compensation of […]"*. This means that Napoli fulfilled the Player's duty in order to early terminate the Employment Contract against payment of the agreed compensation.

90. As a consequence, Article 5.1 of the Employment Contract and Napoli's payment of the compensation agreed between Real Betis and the Player can be seen as a tripartite agreement which from its result corresponds to a transfer agreement agreed among Real Betis, the Player and Napoli. Therefore, and contrary to Real Betis allegations, the majority of the Panel is of the

opinion that the FIFA and CAS jurisprudence, including CAS 2004/A/785 and TAS 2011/A/2455, should in any case be considered when deciding the present matter.

91. The Panel acknowledges that Real Betis waited for two years before it filed its claim before the competent DRC to receive the training compensation from Napoli in relation to the Player's transfer. In looking at Article 5.1 of the Employment Contract, the Panel holds that based on the wording chosen by Real Betis, it was of importance for Real Betis to receive the full amount of EUR 30 million stated in this provision, without any deduction. However, based on the majority of the Panel, apparently it did not matter to Real Betis under what title such amount was paid. The majority of the Panel is of the opinion that if it would have mattered to Real Betis, it would have been an easy way for it to include in Article 5.1 of the Employment Contract a wording in relation to the training compensation, e.g., that the training compensation shall be paid on top and such amount is not considered to be included in the compensation of EUR 30 million. Further, it is possible for the Spanish club and its player to leave the amount of any indemnification blank and still to comply with the Real Decreto, as a judge can settle the amount if the player wants to terminate early. However, in this case Real Betis set the sum at EUR 30 million. It would know that should this be triggered; the Player would move and that the international move would trigger both solidarity and training compensation based on the RSTP. If it wanted the training compensation in addition to the sum of EUR 30 million, it would surely have added that to Article 5.1 of the Employment Contract.

92. The Panel has taken note that the Real Decreto grants players the mandatory right to early terminate employment contracts against payment of a certain compensation. However, the majority of the Panel is of the opinion that as soon as this mandatory right is put in an Employment Contract, it is for the parties to this contract to respect it pursuant to the principal *pacta sunt servanda*. The Panel points out once more that the wording of Article 5.1 of the Employment Contract is clear and no wording was included in this provision in relation to the training compensation. It is Real Betis' duty to discharge its burden of proof and show that the requested training compensation has to be paid on top of the compensation already paid by Napoli.

93. For the interpretation of contracts, Article 18 Swiss Code of Obligations ("SCO") states:

"When assessing the form and terms of the contract, the true and common intention of the parties must be a certain without drilling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement".

94. The relevant provision was stipulated between Real Betis and the Player as stated before. The Player is not a party to the present dispute; he was only formally liable to pay the compensation stipulated in Article 5.1 of the Employment Contract in order to early terminate it. The third club paying the agreed amount for the Player was Napoli. This constellation shows that the Player does not really have any interest if Real Betis receives a training compensation on top of the compensation agreed in Article 5.1 of the Employment Contract or if such training compensation is included in said amount. The majority of the Panel is of the opinion that based on the Player's lack of interest, it has mainly to focus on Real Betis' intent and chosen wording in Article 5.1 of the Employment Contract when interpreting the buy-out clause.

95. Real Betis alleged that the buy-out fee stipulated in Article 5.1. of the Employment Contract is a net amount and no deduction is possible. The Panel agrees that in view of the wording used in Article 5.1 of the Employment Contract, the full amount of EUR 30 million, without any deduction, had to be paid by Napoli in order to early terminate the Employment Contract. However, in the majority of the Panel's view it is important to make a clear distinction between solidarity contribution and training compensation. It is true that the solidarity contribution is a deduction of 5% from a transfer compensation paid and it will be distributed to the former clubs involved in the Player's training. As seen in CAS 2021/A/8227, as the solidarity contribution is deducted, then the EUR 30 million payment must be grossed up to enable a net sum of EUR 30 million to be received by Real Betis, so Article 5.1 of the Employment Contract could be triggered. On the other hand, the training compensation pursuant to the RSTP is an amount calculated based on the costs of training of the new club and, if payable, is paid on top of the consideration. However, the Panel notes the FIFA and CAS jurisprudence clearly shows that without any explicit wording in relation to training compensation, such training compensation is considered to be included in the transfer or buy-out fee. For instance, in the Commentary on the RSTP (Edition 2021, page 290), it is stated that *"According to case law, unless expressly indicated in the relevant transfer agreement that training compensation will be paid in addition to transfer compensation, it is presumed that any agreed transfer compensation includes the training compensation that was due"*.

96. As the Player moved from Real Betis to Napoli as a professional, pursuant to Article 3.1 last sentence of Annex 4 RSTP only Real Betis as the former club would be formally entitled to receive training compensation. Therefore, the Panel considers that it does not matter if Napoli paid training compensation to Elche CF, as such payment was made voluntarily and it is not based on the applicable FIFA regulations. Therefore, such payment to Elche cannot be used as evidence that Napoli agreed to pay the training compensation for the Player to Real Betis on top of the buy-out fee.

97. The majority of the Panel holds that Real Betis did not discharge its burden of proof to show that its real intent of Article 5.1 of the Employment Contract was to receive the training compensation for the Player on top of the compensation of EUR 30 million and Napoli agreed to this. Not having discharged its burden of proof, the Panel, in following the FIFA and CAS jurisprudence, is of the opinion that the training compensation of the Player has to be considered as being included in the compensation of EUR 30 million paid by Napoli and, therefore, the Appeal has to be dismissed.

98. The Panel is of the opinion that for Spanish clubs it would be easy to avoid any discussion about the training compensation to be paid on top of the compensation agreed by the former club and a player by adding one sentence to the Employment Contract, e.g.: For international transfers, the training compensation based on the RSTP shall be paid in addition to the before stated compensation.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by Real Betis Balompié S.A.D. against SSC Napoli S.p.A. in relation to the decision rendered on 11 March 2021 by the FIFA Dispute Resolution Chamber of the Fédération Internationale de Football Association is dismissed.

2. The decision of the FIFA Dispute Resolution Chamber rendered on 11 March 2021 is fully confirmed.

3. (…).

4. (…).

5. All other motions or prayers for relief are dismissed.