

Decision of the Single Judge of the Players' Status Committee

passed in Zurich, Switzerland, on 22 April 2015,

by

Mr Geoff Thompson (England)

Single Judge of the Players' Status Committee,

on the claim presented by the club

Club A, country B

as "*Claimant*"

against the club

Club C, country D

as "*Respondent*"

regarding a contractual dispute between the parties
and relating to the Player E.

I. Facts of the case

1. On 8 June 2009, the club from country B, Club A (hereinafter: *"the Claimant"*) and the Club C from country D (hereinafter: *"the Respondent"*) concluded a transfer agreement (hereinafter: *"the agreement"*) concerning the Player E (hereinafter: *"the player"*) from the Claimant to the Respondent.
2. Clause one of the agreement stated: *"The transfer fee is 300,000-00 (Three Hundred Thousand) and is payable on receipt of the players international clearance"*.
3. Clause six of the agreement established: *"A 30% sell-on clause will be paid to Club A [i.e. the Claimant] if the player is sold during the contract period less all expenses paid by Club C [i.e. the Respondent]"*.
4. On 27 July 2011, the Respondent and the club from country F, Club G (hereinafter: *"Club G or the new club"*), concluded a transfer agreement (hereinafter: *"the new agreement"*) for the player involving a transfer amount of EUR 1,500,000 payable as follows: EUR 1,000,000 on 15 September 2011; and two instalments of EUR 250,000 each payable on 15 September 2012 and on 15 February 2013 respectively.
5. On 6 March 2013, the Claimant lodged a claim with FIFA against the Respondent for having allegedly failed to comply with clause six of the agreement. The Claimant requested from the Respondent the payment of EUR 150,190.80 as outstanding sell-on fee, plus interest at a rate of 5% *p.a.* as follows:
 - on EUR 300,000 as of 16 September 2011 until 29 November 2011;
 - on EUR 123,243.40 as of 30 November 2011;
 - on EUR 15,338.50 as of 16 September 2012;
 - on EUR 11,608.90 as of 16 February 2013.
6. In this respect, the Claimant stated that on 27 July 2011, the player was transferred from the Respondent to Club G involving a transfer amount of EUR 1,500,000 payable in three instalments, payments which were totally fulfilled by the new club in favour of the Respondent.
7. Moreover, the Claimant argued that in view of the subsequent transfer of the player to Club G and in application of clause six of the agreement, it was entitled to receive from the Respondent a total amount of EUR 450,000 as sell-on fee as follows: EUR 300,000 on 15 September 2011, EUR 75,000 on 15 September 2012 as well as EUR 75,000 on 15 February 2013.
8. The Claimant alleged having received from the Respondent an amount of EUR 299,809.20 as sell-on fee (cf. table below). In this respect, the Claimant stated that

the 1st instalment was paid by the Respondent with a delay of more than two months and the 2nd as well as the 3rd instalment were both paid nearly on time.

Date	country D's currency	Conversion rate	Amount in EUR	Outstanding in EUR
30 November 2011	1,932,124.46	0.0914830436	176,756.60	123,243.40
5 October 2012	674,641.08	0.0884344055	59,661.50	15,338.50
19 February 2013	752,335.02	0.0842591459	63,391.10	11,608.90
Total:	3,359,100.56		299,809.20	150,190.80

9. The Claimant alleged that, although it had requested the Respondent several times to proceed with the payment, the latter had failed to pay the relevant amounts. Therefore, the Claimant requested from the Respondent the outstanding sum amounting to EUR 150,190.80 as sell-on fee.
10. The Respondent rejected the Claimant's claim in its entirety and stated that it had paid the full amount that the latter was entitled to receive in accordance with clause six of the agreement. Therefore, the Respondent was of the opinion that no further amount should be paid to the Claimant.
11. In particular, the Respondent alleged that clause six of the agreement entitled them to deduct all expenses incurred in connection with the subsequent transfer of the player to Club G. Therefore, the Respondent deemed that the Claimant was entitled to receive 30% of the net amount they effectively received from Club G.
12. In sum, the Respondent alleged that the Claimant was entitled to receive the following amounts:

First payment received from Club G	9,932,644.95
Less 5% solidarity contribution	496,632.25
Less 10% <i>company H</i>	993,264.49
Balance	8,442,748.21
30% Claimant's sell-on fee	2,532,824.46
Less paid to Claimant by Respondent	600,000
Outstanding:	1,913,824.46

Second payment received from Club G	2,633,064.65
Less 5% solidarity contribution	131,653.23
Less 10% <i>company H</i>	263,306.46
Balance	2,238,104.96
30% Claimant's sell-on fee	671,431.49

Third payment received from Club G	2,953,255.00
Less 5% solidarity contribution	147,662.75
Less 10% <i>company H</i>	295,325.50

Balance	2,510,266.75
30% Claimant's sell-on fee	753,080.02

13. The Respondent stated that during the process of reaching an amicable solution, the Claimant recognised the cited deductions and issue an invoice reflecting them. The Respondent provided copy of emails exchanged between the parties and an invoice dated 3 November 2011 for the amount of 1,932,824.46 to support its allegation.
14. The Claimant presented its replica and confirmed that the sell-on fee shall be based only on the net transfer fee that the Respondent was entitled to receive from the new club in accordance with clause six of the agreement.
15. However, the Claimant contested the deductions alleged by the Respondent for the following reasons:

With regard to the currency, the Claimant deemed that the agreement stipulated that the payments should be done in EUR since the Claimant is not a club from country D. Therefore, the Claimant was of the opinion that the relevant payments should be done in EUR.

Regarding the solidarity contribution, the Claimant deemed that it was not correct to deduct 5% as solidarity contribution. In this respect, the Claimant explained that the player was born on 21 June 1990 and transferred to the new club on 27 July 2011, thus at the beginning of the season of his 22nd birthday. Consequently, at the moment to the cited transfer to Club G, no club had trained him during the season of his 22nd and 23rd birthday. Therefore, the Claimant argued that the total share that should be retained by the new club and distributed to the player's training clubs as solidarity contribution was 4% and not 5%.

Concerning the deduction of agent's fees, the Claimant alleged that a deduction for the payment of the alleged commission of the agent is inadmissible. In this respect, the Claimant explained that neither the new agreement nor the relevant Transfer Matching System (TMS) extract mentioned the intervention of any players' agent in accordance with the art. 28 par. 1 of the FIFA Regulations for Players' Agents. Alternatively, in case a deduction for this reason would be admitted, the Claimant underlined that a deduction of 10% should be reputed excessive. The Claimant further emphasised that the documents submitted by the Respondent indicated only the payment of 1,132,320.96 (equivalent to EUR 105,000) to "*company H*".

Finally, regarding the payment of 600,000, the Claimant argued that such deduction should also be considered inadmissible since it was the amount paid by the Respondent to them for the initial transfer of the player in June 2009. The sell-on clause stipulated in the agreement did not explicitly mention that the transfer fee paid for the initial transfer of the player would be deductible when calculating the relevant sell-on fee to be paid. Therefore, the Claimant was of the opinion

that due to the lack of specific provision in this respect, the clubs had the intention to calculate the sell-on fee without taking into consideration the initial transfer fee. Alternatively, in case a deduction for this reason would be admitted, the Claimant underlined that the Respondent paid 300,000 (equivalent to EUR 26,394.85) to the Claimant for the transfer of the player in accordance with clause one of the agreement. Therefore, the Claimant alleged that only such amount should be taken into account.

16. In view of the above-mentioned allegations, the Claimant amended its original claim and requested from the Respondent the payment of the total amount of EUR 132,190.80 as outstanding sell-on fee, plus 5% annual interest as follows:
- on EUR 288,000 as of 16 September 2011 until 29 November 2011;
 - on EUR 111,243.40 as of 30 November 2011;
 - on EUR 12,338.50 as of 16 September 2012;
 - on EUR 8,608.90 as of 16 February 2013.
17. The Claimant presented a breakdown of the aforementioned amount as follows:

Transfer fee (instalments)	EUR 1,000,000	EUR 250,000	EUR 250,000
Due dates	15 September 2011	15 September 2012	15 February 2013
Deductions Solidarity contribution	(4%) EUR 40,000	(4%) EUR 10,000	(4%) EUR 10,000
<i>company H</i>	0	0	0
Paid to Claimant by Respondent	0	0	0
Basis of calculation of Claimant's share	EUR 960,000	EUR 240,000	EUR 240,000
30% sell-on fee	EUR 288,000	EUR 72,000	EUR 72,000
Respondent's payments	EUR 176,756.60	EUR 59,661.50	EUR 63,391.10
Date of payments	30 November 2011	5 October 2012	19 February 2013
Outstanding amounts	EUR 111,243.40	EUR 12,338.50	EUR 8,608.90

18. The Claimant further alleged that it never agreed to reduce its sell-on fee even by issuing the invoice dated 3 November 2013 in connection with the first instalment paid by Club G. Moreover, the Claimant explained to have sent other invoices to the Respondent for the remaining part of the first instalment and for the second instalment as well as for the third payment.
19. The Respondent presented its final position and reiterated all of its previous allegations and added that the statement of defence of the Claimant "*lacked substance*". In this respect, the Respondent explained that the amounts received by them in country D have to be converted into the currency of country D.

Therefore, the calculation of the sell-on fee had to be done in country D's currency and not in EUR.

20. Moreover, the Respondent alleged that the Claimant and the player were well aware of the fact that the services of the players' agent Mr I (hereinafter: "*the agent*") and its company "*company H*" were hired to secure the transfer of the player from the Respondent to Club G. The commission paid to the agent was an expense incurred by the Respondent and therefore fell into the amount that should be deducted in accordance with clause six of the agreement. The Respondent provided a copy of a representation contract dated 23 May 2011 giving instructions to the agent for the transfer of the player to the new club and establishing a commission of 10% of the transfer compensation, as well as an invoice issued by the agent's company dated 21 September and a bank transfer by check dated 27 September 2011 in favour of the agent's company for an amount of 1,132,320.96.
21. With regard to the payment of 600,000 corresponding to the transfer compensation paid by the Respondent to the Claimant, the Respondent stated that the intention between the parties was clearly to include it as an expense and thus it should be also deducted. The Respondent explained that this was supported by the fact that the invoice issued on 3 November 2011 by the Claimant included such deduction of 600,000.

II. Considerations of the Single Judge of the Players' Status Committee

1. First of all, the Single Judge of the Players' Status Committee (hereinafter: "*the Single Judge*") analysed which edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: "*the Procedural Rules*") were applicable to the matter at hand. In this respect, he took note that the present matter was submitted to FIFA on 6 March 2013. Consequently, the Single Judge concluded that the 2012 edition of the Procedural Rules is applicable to the matter in hand (cf. art. 21 of the Procedural Rules).
2. Subsequently, the Single Judge analysed which edition of the Regulations on the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, he confirmed that in accordance with art. 26 par. 1 and 2 of the 2015, 2014 and 2012 editions of the Regulations on the Status and Transfer of Players and, considering that the present claim was submitted to FIFA on 6 March 2013, the 2012 edition of the FIFA Regulations on the Status and Transfer of Players (hereinafter: "*the Regulations*") is applicable to the case at hand as to the substance.

3. Furthermore, the Single Judge confirmed that, on the basis of art. 3 par. 1 of the Procedural Rules in connection with art. 23 par. 1 and 3 as well as art. 22 f) of the Regulations on the Status and Transfer of Players, he is competent to deal with the present matter since it concerns a dispute between two clubs affiliated to different associations.
4. His competence and the applicable regulations having been established, and entering into the substance of the present matter, the Single Judge started by acknowledging the above mentioned facts of the dispute, the arguments of the parties as well as the documentation contained in the file. However, the Single Judge emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence that he considered pertinent for the assessment of the matter at hand.
5. In this respect, the Single Judge took note that the parties had signed a transfer agreement on 8 June 2009 (hereinafter: "*the agreement*") for the transfer of the player from the Claimant to the Respondent involving a transfer compensation amounting to 300,000 (cf. clause one of the agreement).
6. Moreover, the Single Judge further remarked that, according to clause six of the agreement, in case the player would be subsequently transferred to a third club, the Claimant would be entitled to receive a sell-on fee equivalent to 30% of the subsequent transfer, less potential deduction of expenses already paid by the Respondent.
7. Furthermore, the Single Judge noted that on 27 July 2011, the player was transferred from the Respondent to the new club, Club G (hereinafter: "*Club G*"), involving a transfer compensation amounting to EUR 1,500,000 payable in three instalments of EUR 1,000,000 on 15 September 2011; EUR 250,000 on 15 September 2012 and EUR 250,000 on 15 February 2013.
8. At this stage, the Single Judge acknowledged that, on the one hand, the Claimant had requested from the Respondent the payment of the outstanding amount of EUR 132,190.80 corresponding to the sell-on fee provided in agreement and derived from the subsequent transfer of the player to Club G, whereas, on the other hand, the Respondent alleged having already paid the full amount of EUR 299,809.20 that the Claimant was entitled to receive as sell-on fee after deduction of some amounts that had to be made in accordance with clause six of the agreement.
9. In view of the aforementioned allegations of the parties and considering that it remained uncontested by the parties that the player had been subsequently transferred to Club G for a transfer compensation of EUR 1,500,000 as well as

taking into account clause six of the agreement, the Single Judge deemed that he will have to establish the sell-on fee that the Respondent would have to pay to the Claimant, if at all.

10. Before doing so, the Single Judge recalled that the Respondent had argued that after having done some deductions in accordance with clause six of the agreement, the Respondent deemed to have paid the full amount as sell-on fee to the Claimant, i.e. EUR 299,809.20.
11. In this regard, the Single Judge first noted that the Respondent and the Claimant both agreed that the sell-on fee would have to be calculated after deduction of some expenses incurred by the Respondent. The Single Judge also remarked that the parties disagreed with the amounts and types of expenses that have to be deducted when calculating the sell-on fee.
12. First, the Single Judge took note of the Respondent's allegation that the relevant sell-on fee should be calculated after deduction of a proportion of 5% as solidarity contribution from the transfer compensation paid by Club G to them.
13. In this regard, the Single Judge confirmed that at the time of the player's transfer from the Respondent to Club G (i.e. season of the 22 birthday) there was one season still pending (i.e. 23 birthday). Therefore, the Single Judge concluded that a proportion of 4% as solidarity contribution should be deducted from the transfer compensation of EUR 1,500,000 paid by Club G to the Respondent when calculating the sell-on fee.
14. Having said this, the Single went on to address the issue regarding the currency that had to be taken into account while calculating the sell-on fee that had to be paid by the Respondent to the Claimant. In this respect and taking into account clause six of the agreement which did not specify the currency as well as the fact that the subsequent transfer of the player to Club G was in EUR, the Single Judge held that he had to take the same currency that was stipulated in the subsequent transfer of the player to Club G.
15. In continuation, the Single Judge focused his attention to the Respondent's allegation that the commission amounting to EUR 105,000 paid to the agent via his company "*company H*" for the subsequent transfer of the player to Club G should be deducted from the calculation of the sell-on fee in accordance with clause six of the agreement.
16. In this regard, the Single Judge took note that the Claimant had contested the deduction of the agent's commission alleging that no player's agent was mentioned in the new agreement between the Respondent and Club G or in TMS

and that the amount invoked by the Respondent as commission, i.e. EUR 105,000, allegedly paid to the agent was excessive.

17. In this respect, the Single Judge was eager to stress that, according to art. 12 par. 3 of the Procedural Rules which states that *"any party claiming a right on the basis of an alleged fact shall carry the burden of proof"*, the Respondent had provided clear and convincing documentary evidence such as the representation contract concluded between the Respondent and the agent; an invoice issued by the agent's company on 21 September 2011 for the payment of an amount of 1,132,320.96, equivalent to EUR 105,000; as well as a check dated 21 September 2011 given by the Respondent to the agent's company for such amount, which indicated that a sum of 1,132,320.96 equivalent to EUR 105,000 had been paid to the agent as commission for the subsequent transfer of the player to Club G.
18. In light of the above, the Single Judge concluded that the Respondent had proven to have paid a commission of 1,132,320.96, equivalent to EUR 105,000, to the agent's company for the agent's intervention in the subsequent transfer of the player to Club G and, therefore, such amount should be deducted when calculating the sell-on fee to be paid to the Claimant.
19. Furthermore, with regard to the sum of 600,000 allegedly paid by the Respondent to the Claimant at the moment of the transfer of the player in June 2009 from the Claimant to the Respondent, the Single Judge was keen to emphasise that clause six of the agreement referred exclusively to expenses which have to be paid by the Respondent for the subsequent transfer of the player to a third club.
20. Therefore, the Single Judge concluded that the original transfer compensation allegedly paid by the Respondent to the Claimant cannot be taken into account as a deduction when calculating the amount of sell-on fee to be paid in accordance with clause six of the agreement.
21. With all the aforementioned considerations in mind, the Single Judge recalled that it was uncontested by the parties that the player was subsequently transferred from the Respondent to Club G for a transfer compensation of EUR 1,500,000.
22. In continuation and as explained above, while calculating the sell-on fee to be paid by the Respondent to the Claimant, the Single Judge held that such transfer compensation of EUR 1,500,000 should be deducted with the expenses that the Respondent had to pay for the subsequent transfer of the player from the Respondent to Club G, i.e. 4% of EUR 1,500,000 (i.e. EUR 60,000) as proportion of solidarity contribution as well as EUR 105,000 as player's agent commission.

23. In view of all the above, the Single Judge stressed out that the sell-on fee of 30% contained in clause six of the agreement had to be calculated on the amount of EUR 1,335,000. Therefore, the Single Judge concluded that the amount of EUR 400,500, i.e. 30% of EUR 1,335,000, constitutes the sell-on fee which had to be paid by the Respondent to the Claimant for the subsequent transfer of the player.
24. Having established the above-mentioned, the Single Judge recalled that the Claimant had confirmed having already received from the Respondent part of the sell-on fee for an amount of EUR 299,809.20.
25. On account of all of the above and in accordance with the basic legal principle of *pacta sunt servanda*, which in essence means that agreements must be respected by the parties in good faith, the Single Judge held that the Claimant is entitled to receive from the Respondent the remaining amount of the sell-on fee for the subsequent transfer of the player to Club G, i.e. EUR 100,690.80 (EUR 400,500 – EUR 299,809.20), in accordance with the clause six of the agreement.
26. Having established the above-mentioned, the Single Judge went on to address the Claimant's request for interest at a rate of 5% *p.a.* over the following outstanding amounts:
- on EUR 288,000 from 16 September 2011 until 29 November 2011;
 - on EUR 111,243.40 from 30 November 2011;
 - on EUR 12,338.50 from 16 September 2012;
 - on EUR 8,608.90 from 16 February 2013.
27. In this regard, the Single Judge stated that the requested interests should apply, *pro rata temporis*, to the amount that the Claimant is entitled to receive from the Respondent as sell-on fee following the payment plan agreed between the Respondent and Club G.
28. Having said this, the Single Judge recalled that the Respondent and Club G agreed on a transfer compensation amounting to EUR 1,500,000 payable in three instalments, i.e. 1) EUR 1,000,000 on 15 September 2011; 2) EUR 250,000 on 15 September 2012 and 3) EUR 250,000 on 15 February 2013.
29. Therefore, applying the same division and payment schedule as agreed between the Respondent and Club G and taking into account the partial payment (EUR 299,809.20) made by the Respondent to the Claimant, i.e. 1) EUR 176,756.60 on 30 November 2011; 2) EUR 59,661.50 on 5 October 2012 and 3) EUR 63,391.10 on 19 February 2013, the Single Judge started to define the relevant amounts subject to interests.

30. To start with, the Single Judge focused his attention to the first instalment paid on 30 November 2011 by Club G to the Respondent amounting to EUR 1,000,000. In this respect, the Single Judge took into account his previous considerations and deducted from the said amount (EUR 1,000,000) the proportion of solidarity contribution of 4% i.e. EUR 40,000, plus the commission paid by the Respondent to the agent's company for the subsequent transfer of the player to Club G, i.e. EUR 105,000.
31. Therefore, the Single Judge held that the Respondent has to pay interest on the amount of EUR 256,500 (i.e. 30% of EUR 855,000) from 16 September 2011 (i.e. one day after the due date of the payment of the first instalment of EUR 1,000,000 from Club G to the Respondent) until 29 November 2011 (i.e. day before of the first partial payment made by the Respondent to the Claimant).
32. Subsequently, the Single Judge acknowledged the payment of EUR 176,756.60 made by the Respondent to the Claimant on 30 November 2011 and remarked that the remaining amount of EUR 79,743.40 remained still outstanding from the first part of the relevant sell-on fee (EUR 256,500).
33. Therefore, the Single Judge held that an interest of 5% *p.a.* should apply over the outstanding amount of EUR 79,743.40 from 30 November 2011 until the date of effective payment.
34. In continuation, the Single Judge turned his attention to the second instalment of EUR 250,000 due by Club G to the Respondent for the subsequent transfer of the player on 15 September 2012. As already explained, the Single Judge deducted from the said amount (EUR 250,000) the proportion of solidarity contribution of 4%, i.e. EUR 10,000.
35. Therefore, the Single Judge underlined that the Respondent had to pay an interest at a rate of 5% *p.a.* to the Claimant over the amount of EUR 72,000 (i.e. 30% of EUR 240,000). However, taking into account the partial payment of EUR 59,661.50 made by the Respondent to the Claimant on 5 October 2012, the Single Judge remarked that the remaining amount of EUR 12,338.50 was still outstanding from the second part of the relevant sell-on fee (EUR 72,000).
36. In light of the aforementioned, the Single Judge held that an interest of 5% *p.a.* should apply over the outstanding amount of EUR 12,338.50 from 16 September 2012 until the date of effective payment.
37. Finally and with regard to the third instalment of EUR 250,000 due on 15 February 2013 by Club G to the Respondent, the Single Judge reiterated the previous considerations related to the second instalment and, therefore, pointed out that

an amount of EUR 8,608.90 was still outstanding from the third part of the relevant sell-on fee (EUR 72,000) taking into account the partial payment of EUR 63,391.10 made by the Respondent to the Claimant on 19 February 2013.

38. In light of the aforementioned, the Single Judge held that an interest of 5% *p.a.* should apply over the outstanding amount of EUR 8,608.90 from 16 February 2013 until the date of effective payment.
39. In view of all the above, the Single Judge decided that the claim of the Claimant is partially accepted and that the Respondent has to pay to the Claimant an outstanding amount of EUR 100,690.80 as outstanding sell-on fee in accordance with the clause six of the agreement, as well as interest as follows:
 - 5% interest *per annum* on EUR 256,500 from 16 September 2011 until 29 November 2011;
 - 5% interest *per annum* on EUR 79,743.40 from 30 November 2011 until the date of effective payment;
 - 5% interest *per annum* on EUR 12,338.50 from 16 September 2012 until the date of effective payment;
 - 5% interest *per annum* on EUR 8,608.90 from 16 February 2013 until the date of effective payment.
40. Finally, the Single Judge referred to art. 25 par. 2 of the Regulations in combination with art. 18 par. 1 of the Procedural Rules, according to which in the proceedings before the Players' Status Committee, including its Single Judge, costs in the maximum amount of CHF 25,000 are levied. The costs are to be borne in consideration of the parties' degree of success in the proceedings and are normally to be paid by the unsuccessful party.
41. In respect of the above, the Single Judge reiterated that the Claimant's claim is partially accepted. Therefore, the Single Judge concluded that both parties have to bear the costs of the current proceedings before FIFA.
42. According to Annexe A of the Procedural Rules, the costs of the proceedings are to be levied on the basis of the amount in dispute. The amount in dispute to be taken into consideration in the present proceedings is EUR 132,190.80. Therefore, the Single Judge concluded that the maximum amount of costs of the proceedings corresponds to CHF 15,000.
43. In view of the circumstances of the present matter in particular the number of submissions that have to be analysed by FIFA, the Single Judge determined the costs of the current proceeding to the amount of CHF 15,000 and held that should be paid for both parties.

44. Consequently, and in line with the aforementioned, the Single Judge decided that the Claimant must pay the amount of EUR 4,000 and the Respondent the amount of CHF 11,000 in order to cover the costs of the present proceedings.
45. Lastly and taking into account the advance of costs of CHF 4,000 already paid by the Claimant at the beginning of the proceedings, the Single Judge concluded that the Claimant is exempted to pay the above-mentioned procedural costs.

III. Decision of the Single Judge of the Players' Status Committee

1. The claim of the Claimant, Club A, is partially accepted.
2. The Respondent, Club C, has to pay to the Claimant, Club A, **within 30 days** as from the date of notification of this decision, the total amount of EUR 100,690.80, as well as the following interests:
 - 5% interest *per annum* on EUR 256,500 from 16 September 2011 until 29 November 2011;
 - 5% interest *per annum* on EUR 79,743.40 from 30 November 2011 until the date of effective payment;
 - 5% interest *per annum* on EUR 12,338.50 from 16 September 2012 until the date of effective payment;
 - 5% interest *per annum* on EUR 8,608.90 from 16 February 2013 until the date of effective payment.
3. If the aforementioned amounts are not paid within the aforementioned deadline, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.
4. Any further claims lodged by the Claimant, Club A, are rejected.
5. The final costs of the proceedings in the amount of CHF 15,000 are to be paid, **within 30 days** as from the date of notification of the present decision, as follows:
 - 5.1 The amount of CHF 4,000 has to be paid by the Claimant, Club A. Given that the latter already paid an advance of costs in the amount of CHF 4,000 at the start of the present proceedings, the Claimant is exempted to pay the relevant procedural costs.
 - 5.2 The amount of CHF 11,000 has to be paid by the Respondent, Club C, to FIFA to the following bank account with reference to case nr. XXXX:

UBS Zurich
Account number 366.677.01U (FIFA Players' Status)
Clearing number 230
IBAN: CH27 0023 0230 3666 7701U
SWIFT: UBSWCHZH80A
6. The Claimant, Club A, is directed to inform the Respondent, Club C, directly and immediately of the account number to which the remittance under point 2. above

is to be made and to notify the Players' Status Committee of every payment received.

Note relating to the motivated decision (legal remedy):

According to art. 67 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne
Switzerland
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
e-mail: info@tas-cas.org
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For the Single Judge of the
Players' Status Committee

Marco Villiger
Acting Deputy Secretary General

Encl. CAS Directives