

Decision of the FIFA Disciplinary Committee

passed on 17 July 2023

DECISION BY:

Anin YEBOAH (Ghana), Deputy Chairperson

Mark Anthony WADE (Bermuda and Great Britain), Member

Thomas HOLLERER (Austria), Member

ON THE CASE OF:

CD Salamanca CF UDS

(Decision FDD-14922)

REGARDING:

Article 5bis of the Regulations on the Status and Transfer of Players (RSTP) – *Bridge transfer*

Article 1.2 of Annexe 3 RSTP – *Scope*

Article 4.3 of Annexe 3 RSTP – *Obligations of clubs*

I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the FIFA Disciplinary Committee (**the Committee**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.

A. Overview

2. The present case relates to potential violations of the FIFA Regulations on the Status and Transfer of Players (**RSTP**) by the Spanish club CD Salamanca UDS (**the Club** or **the Respondent**).
3. More specifically, it was reported that (i) the player Mr. Francisco Manuel Delorenzi (**the Player**) would have been registered through an alleged bridge of transfer set by the Club and the Argentinian club Sacachispas FC, in order to avoid the payment of training rewards; and (ii) a "sell-on fee" payment was not declared in the Transfer Matching System (**TMS**) by the Club.

B. Factual background

4. On 13 March 2012, the Player was registered as an amateur for the Argentinian club CA Independiente.
5. On 21 January 2019, the Player was registered as a professional for the Argentinian club CA Independiente.
6. On 24 January 2019, the Player was loaned to the Colombian club Deportivo Cali and registered as a professional for said club until 31 December 2019.
7. On 1 January 2020, the Player returned from his loan and was registered as a professional for the Argentinian club CA Independiente.
8. On 30 June 2020, the employment contract of the Player with the Argentinian club CA Independiente expired.
9. On 1 July 2020, the Argentinian club Sacachispas FC and the Player signed an employment contract valid until 31 December 2022.
10. On 30 July 2020, the Argentinian club Sacachispas FC and the Club signed an agreement whereby the Player was loaned to the Club (**the Loan Agreement**).
11. On 3 October 2020, the Club entered in TMS a transfer instruction "to engage free of payment on loan" the Player from the Argentinian club Sacachispas FC (ref. no. 322537). According to the

Loan Agreement (in particular, clause 3), a 25% sell-on fee in favour of the Club was agreed between the parties. Said payment (sell-on fee) was however not declared in TMS by the Club.

12. On 8 October 2020, according to the player passport, the Player was registered as a professional for the Argentinian club Sacachispas FC at the Argentinian Football Association.
13. On 8 October 2020 (the same date), the Player was registered as a professional for the Club at the Spanish Football Association.
14. On 31 August 2021, the Club entered in TMS a transfer instruction for the “return from loan” of the Player (ref. no. 424246).
15. On 31 August 2021, the Player was registered as a professional for the Argentinian club Sacachispas FC at the Argentinian Football Association.
16. On 31 August 2021 (the same date), the Argentinian club Sacachispas FC entered in TMS a transfer instruction to “release free of payment on loan” the Player to the Greek club OF Ierapetras 1970 (ref. no. 424546).
17. On 22 September 2021, the Player was registered as a professional for the Greek club OF Ierapetras 1970 at the Hellenic Football Association.
18. On 12 February 2022, the Club entered a transfer instruction in TMS to “engage from loan to permanent” the Player for the Greek club OF Ierapetras 1970 since both clubs agreed a purchase option of USD 10,000.

C. Investigation carried out by FIFA Regulatory and Compliance

19. In light of the above, the FIFA Regulatory and Compliance Department (**FIFA RED**) investigated the above allegations and provided the FIFA Disciplinary Committee with a report (**the Report**) containing the outcome of its investigation.
20. The Report revealed at the outset that the registration of the Player with Sacachispas FC and subsequently to CD Salamanca CF UDS would constitute a bridge transfer in order to avoid the application of the relevant training rewards regulations. Additionally, it was shown that a “sell-on fee” payment in favour of CD Salamanca CF UDS was not declared in TMS by the clubs.
21. In view of the above, FIFA RED made several observations as described below.

i) Violations committed by CD Salamanca CF UDS

a. Bridge transfer (art. 5bis RSTP)

22. FIFA RED argued that the Player's transfer to the Club would seem to constitute a bridge transfer since the Argentinian club Sacachispas FC was used as a "bridge" (club) to avoid the payment of training rewards in connection to the Player.
23. Specifically, art. 5bis par. 2 RSTP reads as follows, *"it shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer."*
24. In this respect, RED *"considered that the transfer of the Player to Sacachispas would have occurred with the purpose of "cutting" the chain of the training rewards and allowing the Player to be transferred to [the Club] without the latter having to compensate CA Independiente for the training provided to the player (for almost 7 years according to sports passport). In this way, a bridge transfer would have taken place in violation of art. 5bis of the RSTP since the FIFA regulations on training rewards (art. 20 and Annex 4 of the RSTP) and, as a consequence, depriving CA Independiente of its right to receive such training compensation."* (Free English translation from Spanish).
25. In other words, it seems that the Argentinian club CA Independiente would have been entitled to receive training rewards if the Player had been transferred directly to the Club without going through Sacachispas FC as a bridge club (middle club) to "cut" the training rewards according to the relevant provisions of the RSTP. Thus, RED deemed that the Club has potentially circumvented art. 5bis par. 2 RSTP.

b. No declaration of "sell-on fee" in TMS

26. According to FIFA RED, it is undisputed that the Club and the Argentinian club Sacachispas FC signed a Loan Agreement which contained a "sell-on fee", i.e. 25% in favour of the Club, which was not declared in TMS.
27. In this regard, FIFA RED added that *"the fact that Sacachispas would not have made any payment to [the Club] is irrelevant for the purposes of the precept set out in 4.3 of Annex 3, according to which any agreed payment has to be duly declared in the TMS. Likewise, the fact that no payment was made from Sacachispas to [the Club] in respect of the 'sell-on fee' in question would also not exclude a violation of Art. 1.2 of Annex 3 to the RSTP."* (Free English translation from Spanish).

ii) Conclusions

28. In view of the above, FIFA RED concluded, in essence, that CD Salamanca CF UDS had infringed the following provisions of the RSTP:
- Art. 5bis RSTP for having been involved in a bridge transfer;

- Arts. 1.2 and 4.3 of Annexe 3 RSTP for having failed to declare mandatory information in TMS.

D. Disciplinary Proceedings

29. On 13 June 2023, based on the above, disciplinary proceedings were opened against CD Salamanca CF UDS (**the Respondent**) for potential breaches of art. 5bis RSTP as well as arts. 1.2 and 4.3 of the Annexe 3 RSTP. In particular, the Respondent was provided with the Report along with its enclosures and was invited to submit its position on the allegations levelled against it.
30. On 17 June 2023, the Respondent requested a deadline to provide its position.
31. On 19 June 2023, the Secretariat to the FIFA Disciplinary Committee informed the Respondent that an extension of three (3) days has been granted to provide its position.
32. On 22 June 2023, the Respondent provided its position¹.

II. RESPONDENT'S POSITION

33. The position submitted by the Respondent can be summarized as follows:

A. General remarks

i) Applicable law

34. According to art. 5 of the FIFA Disciplinary Code (**FDC**), the "*Commentary to the RSTP*" is not listed as a source of law, so that in the disciplinary field such a commentary should not be used to establish infringements.
35. Moreover, according to the Kelsen's Pyramid Principle, the regulations are situated above the commentaries since the former is a clarifying instrument. Thus, the logical consequence is that in the event of contraction between both, it must follow what is established in the regulations, i.e. in the RSTP.

ii) Training compensation

36. Art. 2 of the Annexe 4 RSTP, provides 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.
37. The abovementioned rules are clear and do not establish any exceptions. Put differently, a player who signs his first contract breaks the training compensation chain. The over situation is when a player is transferred internationally.

¹ The position of the Respondent is summarized in the following section.

38. In the present case, prior to the Player being registered by the Club, he had already signed his first professional contract (and several others) and had already been transferred internationally.

iii) Transfer

39. One of the situations that cut the training rewards is the international transfer of a player. In this respect, the definition no. 21 RSTP clearly states that *"International transfer: the movement of the registration of a player from one association to another association"*.

40. In other words, said definition does not make any distinction between permanent and temporary transfers. Therefore, the loans are also trigger events for the payment of training compensation and thus cut off the training chain.

B. Position

41. It is clear that CA Independiente was not entitled to receive training compensation from the Club since:

- The Player had already signed the first professional contract with CA Independiente on 1 January 2019.
- The allegations regarding if a player signs a first professional contract with its training club has no legal basis since it arises from the Commentary to the RSTP and as such is not a source of law applicable for the present case.
- The Player had already been transferred internationally from CA Independiente to the Colombian club Deportivo Cali on loan.
- The Player was born on 3 January 1998, which means that he turned 21 in the calendar year 2019. His formative stage concluded in 2019 being the year he was registered for the Colombian club Deportivo Cali.
- Consequently, when the Player was transferred to the Respondent there was no right for any of the former clubs to claim training compensation.

42. In view of the above, it is clear that there is no prejudice to third parties in the transfer made between Sacachispas FC and the Respondent.

43. With regard to the violations alleged in respect of Annexe 3, the Respondent has uploaded all information in TMS and in no way attempted to hide any information, and/or harm third parties. The Respondent has always acted in good faith by providing all information and documentation requested by FIFA.

44. The Respondent has received claims regarding training compensation and has complied with them.
45. The Respondent *"has already set to work"* to solve any kind of conflict with CA Independiente and has instructed its legal representatives to make contact with CA Independiente to evaluate the training compensation claim in order to reach a solution that satisfies all parties. In case of progress, it will be informed to FIFA.
46. The Respondent requested to be informed if there is any proposal from FIFA with regard to the training compensation as it happens for these situations.
47. In light of the above, the Club requested that *"the investigation against [the Respondent] be dismissed as it has not participated in a bridge transfer nor has violated the provisions of Annexe 3 RSTP"*.

III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

48. In view of the circumstances of the present matter, the Committee decided to first address the procedural aspects, namely, its jurisdiction and the applicable law, before entering into the substance of the matter and assessing the possible breaches of the RSTP by the Respondent as well as the potential sanctions, if applicable, resulting therefrom.

A. Jurisdiction of the FIFA Disciplinary Committee

49. First of all, the Committee noted that at no point during the present proceedings did the Respondent challenge its jurisdiction or the applicability of the FIFA Disciplinary Code.
50. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, in view of the allegations at stake and on the basis of art. 56 FDC as read together with arts. 5bis.3 RSTP as well as art. 16.3 of Annexe 3 RSTP, it is competent to evaluate the present case and to impose sanctions in case of corresponding violations.

B. Applicable law

51. In order to duly assess the matter, the Committee firstly began by recalling the content and the scope of the relevant provisions of the June 2020 edition of the RSTP, which is, in the Committee's view, the edition applicable to the present issue given that the Player's transfers and registrations subject to the proceedings at hand all occurred while said edition was in force.
52. Accordingly, the Committee considered that the provisions of the RSTP relevant to the present proceedings were arts. Arts. 5bis RSTP as well as arts. 1.2 and 4.3 of Annexe 3 RSTP, each of which are herewith quoted in their relevant parts as below.

i) Art. 5bis RSTP – Bridge transfer

53. To begin with, the Committee stressed that the objective of this provision (while read in conjunction with art. 5.2 RSTP²) is to ensure that transfers of players are carried out for legitimate sporting purposes only. As a matter of fact, the use of “*bridge transfers*” can significantly affect the integrity and fairness of organised football, particularly considering that, by their very own nature, they are performed with a view to (i) defraud another person or entity, or (ii) circumvent existing football rules or national laws.

54. In this respect, the RSTP defines a “*bridge transfer*” as follows:

“any two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity”
(definition n° 24)

55. Art. 5bis RSTP for its part provides FIFA’s regulatory framework related to such concept. In particular, art. 5bis.1 RSTP prohibits the practice of bridge transfer (both for clubs and players), while art. 5bis.2 RSTP establishes a (regulatory) presumption of such practice where two transfers occur within a specified timeframe:

“1. No club or player shall be involved in a bridge transfer.

2. It shall be presumed unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.”

56. Finally, it is worth to mention that the Court of Arbitration for Sport (**CAS**) had confirmed that bridge transfers should be forbidden and categorised them as “*unlawful practices*”³.

ii) Annexe 3 of the RSTP

57. Annexe 3 of the RSTP provides the procedural framework related to international transfers of professional players through the TMS.

58. In these circumstances, the Committee recalled that TMS is designed to ensure that football authorities have essential details and information on international player transfers available to them. This, in order to guarantee the transparency of individual transactions, while improving the credibility and standing of the entire transfer system.

² “A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (cf. Annexe 3).”

³ CAS 2018/A/5637

59. Moreover, TMS aims at clearly distinguishing between the different payments in relation to international player transfers. All such payments – and related information – must be entered in the system to secure transparency on the flow of money surrounding these transactions. Consequently, the club(s) concerned is/are required to enter correct information in TMS in the context of an international transfer.
60. Giving particular focus to the matter at hand, reference shall be made to the following provisions which require clubs to declare specific information in TMS while processing international transfers:

Art. 1.2: *“TMS is designed to clearly distinguish between the different payments in relation to international player transfers. All such payments must be entered in the system as this is the only way to be transparent about tracking the money being moved around in relation to these transfers. [...]”*

Art. 4.3 *“Clubs [...] must provide the following compulsory data when creating instructions, as applicable:
[...]
- Indication of whether the transfer is being made against any of the following payments:
[...]
• Sell-on fees”*

C. Standard of proof

61. The above having been established, the Committee recalled that, as a general rule, the burden of proof lies with FIFA, which is required to prove the infringement under art. 41 (1) FDC.

Notwithstanding the above, the Committee reiterated that, pursuant to art. 5bis.2 RSTP, a presumption of bridge transfer exists where *“two consecutive transfers, national or international, of the same player occur within a period of 16 weeks”*. The parties involved might however demonstrate – and bear the related burden to prove – that the relevant transfer(s) was/were not intended to *“circumvent the application of relevant regulations or laws and/or to defraud another person or entity”*.

62. Next, the Committee pointed out that, in accordance with art. 39 (3) FDC, the standard of proof to be applied in FIFA disciplinary proceedings is that of “comfortable satisfaction”. According to this standard, the onus is on the competent judicial body to establish the disciplinary violation to its comfortable satisfaction, while taking into account the seriousness of the allegation(s).
63. In this respect, the Committee recalled that the CAS which also applies this standard in disciplinary proceedings, has defined it as a higher standard than the civil one of *“balance of probability”* but lower than the criminal *“proof beyond a reasonable doubt”*⁴.

⁴ See amongst others CAS 2009/A/1920; CAS 2010/A/2172; CAS 2013/A/3323; CAS 2017/A/5006.

64. Having clarified the foregoing, the Committee subsequently proceeded to consider the merits of the case at hand.

D. Merits of the dispute

I. Issues of review

65. Taking into account the above, the Committee, having reviewed the documentation and evidence at its disposal, proceeded to analyse the factual circumstances at hand to determine the potential violations of the RSTP committed by the Respondent.
66. For the sake of good order, the Committee acknowledge the undisputed timeline of events in connection with the registration history of the Player with respect to the matter at hand:
- (i) On 30 June 2020, the Player's employment contract with the Argentinian club CA Independiente expired;
 - (ii) On 1 July 2020, the Player and Sacachispas FC signed an employment contract (valid until 30 December 2022);
 - (iii) On 30 July 2020, Sacachispas FC and the Respondent signed an agreement for the loan of the Player (for the period between 30 July 2020 and 30 June 2021);
 - (iv) On 2 October 2020, the Respondent entered a transfer instruction to engage on loan the Player from Sacachispas FC⁵;
 - (v) On 8 October 2020, the Player was registered by the AFA for Sacachispas FC;
 - (vi) On the same day, following the receipt of the relevant International Transfer Certificate, the Player was registered by the RFEF for the Respondent;
 - (vii) On 31 August 2021, upon the end of his loan to the Respondent, the Player was registered back at the AFA for Sacachispas FC.
67. In this regard, the Committee concurred with the conclusions contained in the Report in so far that the registrations of the Player mentioned under para. 66 (v) and (vi) *supra* related to two consecutive transfers having taken place within a period of 16 weeks, as a result of which it should be presumed that the Respondent participated in a bridge transfer.
68. In this sense, the Committee noted that the pivotal issue in the present case was whether the domestic transfer from CA Independiente and related registration of the Player for Sacachispas FC and the subsequent transfer and registration of the Player with the Respondent, constituted a bridge transfer in the context of art. 5bis RSTP.
69. In these circumstances, the Committee observed that, according to the Report, the alleged misconduct(s) at stake would be related to:
- (i) the (potential) circumvention by the Respondent of the relevant provisions of Annexe 4 RSTP regarding training compensation. In particular, the registration of the Player

⁵ Transfer reference: 322537/323378

with Sacachispas FC would appear to have taken place in order to avoid the payment of training rewards due in connection to the Player. More specifically, the Player would have been registered through a middle club, the club Sacachispas FC, to "cut" the chain of the training compensation that would have been triggered if the Player would have been directly registered for the Respondent, Salamanca.

- (ii) The (potential) failure by the Respondent to declare a mandatory information in TMS, namely a "sell-on fee" of 25% in favour of the Respondent, in connection to the international transfer of the Player from 8 October 2020 to 31 August 2021.

70. With this in mind, the Committee pointed out that, should there be sufficient evidence that the Respondent participated in a bridge transfer and/or did not declare the relevant mandatory information in TMS, as suggested by FIFA RED, then the latter would be in breach of the pertinent RSTP provisions.
71. As a result, the Committee decided to focus on the evidence on file to determine whether the Respondent has potentially breached arts. 5bis RSTP and/or 1.2 and 4.3 of Annexe 3 RSTP.

II. On the potential bridge transfer

72. As a starting point, the Committee referred to the Report as well as to the aforementioned timeline (see para 66 *supra*) and acknowledged that the Player was transferred (and subsequently) registered twice within a period of 1 day, *i.e.* first with Sacachispas FC on 8 October 2020 and subsequently with the Respondent on 8 October 2020. Such movements are, consistently with art. 5bis RSTP, presumed to constitute a bridge transfer.
73. Against such background, the Committee noted that the Respondent, in essence, argued that CA Independiente would not be entitled to receive training compensation. In this sense, and for the sake of good order, the Committee pointed out that the establishment and/or calculation of any (potential) training rewards would be beyond its competence, and as such outside the scope of the present proceedings.
74. In this vein, and irrespective of whether any training rewards can be (potentially) allocated to a third club in connection to the transfers of the Player, the Committee pointed out that:
- (i) the Player was a free agent before joining Sacachispas FC;
 - (ii) although he had only been registered one day (8 October 2020) at the AFA before his subsequent transfer to (and registration at) the RFEF, the various documents on file appeared to show that the Player and Sacachispas FC signed their relevant employment contract on 1 July 2020 already (but only formally registered on 8 October 2020⁶). For the sake of good order, it is to be noted that said contract entered into force on 1 July 2020.

⁶ On the basis of a transfer instruction entered by the Respondent on 2 October 2020

75. As such, and upon analysis of the factual elements on file in light of the above, the Committee deemed that, in the present case, the Respondent appears to have negligently delayed the actual transfer/registration process of the Player, considering that the latter was in fact longer with Sacachispas FC than his actual registration at the AFA as shown on his player passport. Indeed, more than three months elapsed between the signature of the relevant employment contract with said club and the related registration at the AFA.
76. Further, the Committee pointed out that the fact that the Player was only loaned to the Respondent – and not permanently transferred (whether immediately upon his registration for Sacachispas FC or upon expiry of the loan agreement) – might additionally demonstrate that the Respondent did not aim to use a middle club, namely Sacachispas FC, as a “bridge” in order to evade the application of the relevant training compensation in connection with the registration(s) of the Player.
77. By way of consequence, keeping in mind that (i) the Player was free from any contract upon his registration for Sacachispas FC and (ii) there is no element on file that could demonstrate a potential intention of the Respondent to circumvent the potential payment of training rewards, the Committee held that, on the basis of the documents presented to it, it could not establish to its comfortable satisfaction that (i) the registration of the Player with Sacachispas FC and subsequent transfer to the Respondent had taken place in order to defraud another person or entity, or circumventing existing football rules or national laws, and (ii) such transfers constituted a “bridge transfer” in the sense of the RSTP.

III. On the potential failure to declare mandatory information

78. Following on the above, the Committee went on to analyse as to whether the Respondent correctly declared the relevant mandatory information in TMS.
79. In this regard, according to the documentation in file, the Respondent entered on 2 October 2020 a transfer instruction to engage the Player on loan from Sacachispas FC, whereby it answered by the negative to the following question *“Is this transfer being made against any of the payments listed [Fixed transfer fee, Release (buy-out) fee, Conditional transfer fee, Sell-on fee]?”*⁷.
80. Notwithstanding the above, the Committee noted from the Agreement uploaded in TMS by the Respondent, specifically clause 3.1, that *“[i]n the event that the federative rights of the PLAYER are transferred and/or assigned by SACACHISPAS on a temporary or definitive basis to any other club, whether in Argentina or abroad, before 31 August 2022, [the Respondent] will be credited with twenty five percent (25%) of the net proceeds of the transfer of those rights.”* (Free English translation from Spanish).
81. Put differently, the abovementioned loan agreement undoubtedly contained a sell-on fee of 25% in favour of the Respondent.

⁷ Transfer reference: 322537/323378

82. In view of the above, despite the Respondent's allegations that it uploaded all information in TMS without any attempt to harm third parties, the Committee considered that the Respondent failed to declare the existence of the above-mentioned sell-on fee, by answering "No" to the question "Is this transfer being made against any of the payments listed below?".
83. In other words, the Committee held that the Respondent had failed to declare mandatory information in the relevant transfer instruction in TMS, in violation of arts. 1.2 and 4.3 Annexe 3 RSTP.

IV. Summary

84. To summarize all the above, the Committee concluded that:
- (i) the proceedings initiated against the Respondent with respect to its involvement in a potential bridge transfer shall be closed; and
 - (ii) the Respondent infringed arts. 1.2 and 4.3 Annexe 3 RSTP as no information related to the sell-on fee payment was declared in TMS.
85. Having determined the above, the Committee held that the Respondent had to be sanctioned for the aforementioned violation.

V. The determination of the sanction

86. The violations of the RSTP by the Respondent having been established, the Committee subsequently considered the sanction(s) to be imposed.
87. The Committee observed in the first place that the Respondent was a legal person, and as such can be subject to the sanctions described under arts. 6.1 and 6.3 FDC.
88. For the sake of good order, the Committee underlined that it is responsible to determine the type and extent of the disciplinary measures to be imposed in accordance with the objective and subjective elements of the offence, taking into account both aggravating and mitigating circumstances (art. 25.1 FDC).
89. As it was established above, the Respondent was found responsible of having infringed arts. 1.2 and 4.3 Annexe 3 RSTP, which aim at improving the credibility and transparency of the entire transfer system by requiring clubs to enter mandatory and correct information when transferring players. As such, the Respondent's failure to proceed accordingly was in clear contradiction to TMS's primary objective of safeguarding and enhancing the credibility and transparency of the entire transfer system.
90. Having said that, the Committee observed that the Respondent had no previous record(s) of any infringement(s) of the RSTP. However, whilst this may be the case, the Committee wished to emphasize that such element could in no way justify the Respondent's failure to comply with the provisions of the RSTP as outlined above

91. In view of the foregoing, and after a thorough analysis of all circumstances pertaining to the matter at hand, the Committee considered a fine as an appropriate and sufficient sanction in response to the infringement committed by the Respondent, namely the violation of arts. 1.2 and 4.3 Annexe 3 RSTP.
92. In this respect, the Committee noted that, according to the provisions of art. 6.4 FDC, such fine may not be lower than CHF 100 and greater than CHF 1,000,000.
93. Taking into consideration all the circumstances of the case, while keeping in mind the deterrent effect that the sanction must have on the reprehensible behaviour, the Committee deemed a fine of CHF 5,000 to be adequate and proportionate to the offence. In particular, the Committee was satisfied that such amount would produce the necessary deterrent effect, whilst serving as a stern reminder to the Respondent to undertake all appropriate measures in order to guarantee that the FIFA regulations are strictly complied with.

IV. DECISION OF THE DISCIPLINARY COMMITTEE

- 1. CD Salamanca CF UDS is ordered to pay a fine to the amount of CHF 5,000 for having infringed the relevant provisions of the Regulations on the Status and Transfer of Players (RSTP) related to the declaration of mandatory information in the FIFA Transfer Matching System.**
- 2. To close the proceedings opened against CD Salamanca CF UDS in relation to potential infringements of the relevant provisions of the RSTP related to bridge transfer(s).**
- 3. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Anin YEBOAH

Deputy Chairperson of the FIFA Disciplinary Committee

NOTE RELATING TO THE LEGAL ACTION:

This decision can be contested before the FIFA Appeal Committee (art. 61 FDC, 2023 edition). Any party intending to appeal must announce its intention to do so in writing within three (3) days of notification of the grounds of the decision. The appeal brief must then be filed in writing within a further time limit of five (5) days, commencing upon expiry of the first-time limit of three (3) days (art. 60.4 FDC, 2023 edition). The appeal fee of CHF 1,000 shall be transferred to the bank account below on submission of the appeal brief at the latest (art. 60.6 FDC, 2023 edition).

NOTE RELATING TO THE PAYMENT OF THE FINE:

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.