



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10427 Right to Dream FC v. Fédération Internationale de Football Association

ARBITRAL AWARD

issued by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Mark Andrew Hovell, Solicitor in Manchester, United Kingdom

in the arbitration between

Right to Dream FC, Ghana

Represented by Mr Jes Christian Fisker, Attorney-at-law in Copenhagen, Denmark

– Appellant –

and

Fédération Internationale de Football Association, Zürich, Switzerland

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

– Respondent –

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

I. PARTIES

1. Right to Dream FC (the “Appellant” or the “Club” or “RTD”) is a Ghanaian football club, having its registered office at RTD Campus, Old Akrade, Eastern Region, Ghana. RTD is affiliated to and operates within the jurisdiction of the Ghana Football Association (the “GFA”), which is in turn a member association of Fédération Internationale de Football Association (“FIFA”).
2. FIFA (or the “Respondent”) is an association under Swiss law with its registered office in Zürich, Switzerland. FIFA is the world governing body of football. It exercises regulatory, supervisory, and disciplinary functions over national associations, clubs, officials and players, worldwide.
3. The Club and FIFA shall each be referred to as a “Party” and collectively, as the “Parties”.

II. FACTUAL BACKGROUND

4. The following outline is a non-exhaustive summary of the factual background based on the Parties’ submissions and documents on the file. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, he refers in the present Order only to the submissions and evidence he considers necessary to explain his reasoning.
5. This appeal relates to the Club’s claim for solidarity contribution in respect of a Ghanaian player, Ernest Nuamah Appiah, born on 1 November 2003, with FIFA ID: 12FKSZ6 (the “Player”) during the period between 1 August 2015 and 18 March 2019 (the “Contested Period”), i.e. the calendar years of the Player’s 12th to 16th birthdays.
6. Between some time in 2009 and 2 December 2013, according to the Club, the Player began playing football at Real Soccer Angels Football Club.
7. On 2 December 2013, the Player transferred from Real Soccer Angels Football Club to the Club.
8. On 28 January 2022, the Player subsequently transferred from the Club to FC Nordsjælland in Denmark.
9. On 18 March 2023, the Player transferred from FC Nordsjælland to Racing White Daring Molenbeek, which triggered the procedure that would ultimately lead to the final Electronic Player Passport (“EPP”) being generated for the purpose of allocating training rewards. The procedure started with a provisional EPP automatically being generated by the Transfer Matching System (“TMS”).
10. On 31 August 2023, the Player’s EPP, with number 30421, was generated by FIFA.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

11. The provisional EPP showed the following:

Club and member association	Start of registration	End of registration	Status	Age Range
<i>Right to Dream FC</i> <i>GFA, Ghana</i> <i>FIFA ID: 105SFKB</i> <i>Status: Affiliated</i>	<i>17/11/2021</i>	<i>27/01/2022</i>	<i>Professional</i>	<i>18-19</i>
<i>Right to Dream FC</i> <i>GFA, Ghana</i> <i>FIFA ID: 105SFKB</i> <i>Status: Affiliated</i>	<i>19/03/2019</i>	<i>16/11/2021</i>	<i>Amateur</i>	<i>16-18</i>
<i>Stadium Youth Club</i> <i>GFA, Ghana</i> <i>FIFA ID: 105UKLI</i> <i>Status: Disaffiliated</i>	<i>01/08/2015</i>	<i>18/03/2019</i>	<i>Amateur</i>	<i>12-16</i>

12. Article 8(2) to Article 8(4) of the FIFA Clearing House Regulations: October 2022 edition (the “FCHR”) allows for an inspection and assessment period whereby member associations and clubs are given the opportunity to request the inclusion of information in the EPP and to evaluate the EPP for accuracy and relevance.
13. On 12 September 2023, the provisional EPP was released for review.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

14. On 14 and 22 September 2023, the Dansk Boldspil-Union (the “DBU”) and the Union Royale Belge des Sociétés de Football-Association (the “BEL”) respectively intervened on the EPP to upload the respective ‘proofs of registration’ of the Player with the clubs associated to them.
15. On 24 September 2023, the EPP was moved into ‘validation’ status as per the FCHR.
16. On 24 October 2023, the Club made a one time-payment of EUR 1,218,428 to Real Soccer Angels in consequence of the Player’s transfer from FC Nordsjælland to Racing White Daring Molenbeek.
17. On 23 February 2024, following some additional administrative steps related to training compensation, the final EPP was generated, showing the following:

Club and member association	Start of registration	End of registration	Status
<i>Racing White Daring Molenbeek</i> <i>BEL, Belgium</i> <i>FIFA ID: 109KCFF</i> <i>Status: Affiliated</i> <i>Training category: 2</i>	31/08/2023	Currently Registered	Professional
<i>FC Nordsjælland</i> <i>(professional)</i> <i>DBU, Denmark</i> <i>FIFA ID: 146J5FI</i> <i>Status: Affiliated</i> <i>Training category: 2</i>	28/01/2022	30/08/2023	Professional
<i>Right to Dream FC</i> <i>GFA, Ghana</i> <i>FIFA ID: 105SFKB</i> <i>Status: Affiliated</i>	17/11/2021	27/01/2022	Professional
<i>Right to Dream FC</i>	19/03/2019	16/11/2021	Amateur

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

<i>GFA, Ghana</i> <i>FIFA ID: 105SFKB</i> <i>Status: Affiliated</i>			
<i>Stadium Youth Club</i> <i>GFA, Ghana</i> <i>FIFA ID: 105UKLI</i> <i>Status: Disaffiliated</i>	<i>01/08/2015</i>	<i>18/03/2019</i>	<i>Amateur</i>

18. On 23 February 2024, the FIFA General Secretariat passed and notified the Club of its determination on the Electronic Player Passport (the “First EPP”), with number 30421 (the “Appealed Decision”).
19. The Appealed Decision stated that the Player was registered as an amateur with a club called “*Stadium Youth Club*” in Ghana, which is no longer in existence, during the Contested Period. Pursuant to Article 3.3 of Annex 4 and Article 2.3 of Annex 5 of the Regulations on the Status and Transfer of Players, May 2023 edition (the “RSTP”), the solidarity contribution that would have been due to that club, was awarded to the GFA.

III. SUMMARY OF THE PROCEEDINGS BEFORE THE CAS

20. On 15 March 2024, the Club filed a joint Statement of Appeal and Appeal Brief with the CAS Court Office in accordance with Articles R31 and R51 of the Code of Sports-related Arbitration (the “CAS Code”). The Club requested that the case be submitted for determination by a Sole Arbitrator and requested for an expedited procedure.
21. On 21 March 2024, in a letter to the CAS Court Office, FIFA agreed to refer the matter to a Sole Arbitrator but opposed the Club’s request for an expedited procedure. FIFA requested that the 20-day time limit to file an answer to the Appeal be set aside in the interim, to then be determined after the Appellant had paid their share of the advance of costs, in accordance with Article R64.2 of the CAS Code.
22. On 22 March 2024, the CAS Court Office rejected the Appellant’s request for an expedited procedure and agreed to set aside the time limit for FIFA to file the Answer, stating that a new time limit would be granted after payment of the advance of costs.
23. On 10 April 2024, the CAS Court Office informed the Parties that the Panel appointed to decide on the present matter was constituted as follows:

Sole Arbitrator: Mr Mark Andrew Hovell, Solicitor, Manchester, United Kingdom.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

24. On 22 April 2024, the CAS Court Office informed the Parties that the Appellant had paid the advance of costs in the present matter, therefore, the Respondent was given twenty days to submit an Answer to the CAS.
25. On 10 May 2024, FIFA provided its Answer to the Appeal Brief to the CAS Court Office within the relevant deadline, pursuant to Article R55 of the CAS Code, stating that:
 - a. the appeal must be rejected for lack of standing in the absence of the GFA as a mandatory respondent; and
 - b. the appeal must be rejected in any case pursuant to the RSTP and the procedures as set out in the FCHR.
26. On 20 May 2024, the Appellant requested leave to produce further evidentiary documents and supplement its arguments under Article R56 of the CAS Code.
27. On 20 May 2024, the Appellant requested a case management conference in accordance with Article R56 of the CAS Code.
28. On 23 May 2024, the Respondent filed its comments on the Appellant's submission.
29. On 28 May 2024, the CAS Court Office informed the Parties that the Sole Arbitrator has decided to reject the Appellant's unsolicited submissions of 20 May 2024, but agreed to admit Exhibits 13 (Decision of 31 July 2008 from the FIFA Dispute Resolution Chamber) and 14 (CAS award of 5 August 2009, *CAS 2008/A/1751*), as agreed by FIFA.
30. On 28 May 2024, the CAS Court Office also invited FIFA to file the entire case file of the procedure that led to the Appealed Decision.
31. On 29 May 2024, the Appellant proposed the following agenda for the CMC:
 - "1. To clarify whether Respondent agrees that the purpose of the CMC is to achieve a fair and equitable process for this arbitration, which will ensure an outcome that reflects the material and accurate facts of the case.*
 - 2. To discuss whether the Ghana Football Association (GFA) should be called or asked to participate in the proceedings in accordance with R41.2-R41.4 of the CAS Code. (Appellant notes it has no objection to such participation.)*
 - 3. If so, to discuss and agree on the best and simplest way to call or ask GFA to participate in the proceedings in accordance with articles R41.2-R41.4 of the CAS code."*
32. On 30 May 2024, the Respondent argued that pursuant to Article R56(2) of the CAS Code, the purpose of a CMC is to discuss any procedural issues, find suitable dates for a hearing and discuss issues related to the taking of evidence. As none of these issues appears to be included in the agenda proposed by the Appellant, FIFA submits that holding a CMC is unwarranted. FIFA further objected to the Appellant's request to include the GFA in the proceedings, as per

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

Article R48 CAS Code, the Appellant had to indicate the respondents at the time of filing its appeal at CAS and it chose to appeal only against FIFA.

33. On 5 June 2024, FIFA provided the case file relating to the EPP process which led to the issuance of the Appealed Decision.
34. On 5 June 2024, the CAS Court Office acknowledged receipt of the Respondent's case file, and confirmed that the CMC would take place on 6 June 2024.
35. On 6 June, the CMC took place, with the Sole Arbitrator, Mr Fisker, on behalf of the Club and Mr Liétard on behalf of FIFA. Mr Giovanni Maria Fares, CAS Counsel, was also in attendance.
36. On 10 June 2024, the Appellant made further submissions to the CAS Court Office, responding to information within FIFA's case file relating to the EPP process which led to the issuance of the Appealed Decision.
37. On 18 June 2024, the CAS Court Office informed the Appellant that its unsolicited submissions filed on 10 June 2024 were disregarded and not admitted to the file.
38. On 18 June 2024, the CAS Court Office informed the Parties that following the CMC on 6 June 2024, the Sole Arbitrator decided to proceed with a second round of written submissions and each Party was asked specific questions by the Sole Arbitrator.
39. The Appellant was invited to file a reply within 20 days of the email, and was asked the below questions and the requested documents and information as outlined below:
 - *Document A from the FIFA file is the EPP generated on 31 August 2023. On that document it is stated that this was "accepted" by the Appellant on the same day "by default". When did the Appellant first see this document, and did it ever "accept" the same?*
 - *Document C from the FIFA file includes a partial screenshot of correspondence sent to the Appellant on 23 February 2024. The Appellant is requested to send a copy of what was received and confirm if the response to this was the Appellant's email of 28 February 2024, or if there was other correspondence. The Appellant shall send a complete copy of the correspondence trail with FIFA.*
 - *The Appellant sent a Transfer Agreement to FIFA with email of 4 December 2023, but it is not included with the FIFA file. The Appellant shall send said document as sent to FIFA.*
 - *From Document E of the FIFA file, the Appellant was told by FIFA on 11 December 2023 to contact the GFA. It appears from the Appellant's email of 28 February 2024 that the Appellant did so. The Appellant shall send a complete copy (translated to English, if necessary) of the correspondence with GFA at that time.*
 - *The Appellant is further requested to send details of what was filed with/sent to the GFA previously with regards to the Player, in particular concerning the period around December 2013 when the Appellant claims that the Player was transferred from Real Soccer Angels.*

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

- *Did the GFA acknowledge that there is a mistake with the EPP? If GFA receives any funds from FCH, would GFA remit these funds to the Appellant? Did any discussion with GFA in this respect occur?*
40. On 5 July 2024, the Appellant provided the CAS Court Office with its second round of submissions and responses to the Sole Arbitrator's questions.
41. On 8 July 2024, the CAS Court Office asked FIFA the below questions and requested the documents and information as outlined below:
- *Document C from the FIFA file contains a partial screenshot of correspondence sent to the Appellant on 23 February 2024. FIFA is requested to provide a copy of the entire correspondence sent that day.*
 - *Document D4 is correspondence with the GFA. Did it respond? There does not appear to be any other correspondence with the GFA in the file, yet in FIFA's email of 11 March 2024, FIFA refers to reliance upon what the GFA had registered. Please provide any documents or information that FIFA relied upon that were inputted by the GFA to produce the EPP.*
 - *On 11 December 2023, FIFA sent a link to the Appellant addressing TMS, which cannot be accessed, for obvious reasons, by the Sole Arbitrator, making it impossible for the Sole Arbitrator to see the details on how to correct mistakes on the system. Therefore, FIFA is invited to file screenshots of what information was contained in that link. Please also confirm whether FIFA could make changes to the system or whether it would just be the GFA, or both.*
 - *Document A from the FIFA file is the EPP generated on 31 August 2023. On that document, it states that this was "accepted" by the Appellant on the same day "by default". Was the EPP sent to the Appellant on that day? Why is the EPP deemed accepted by default?*
 - *What was the purpose of the EPP sent on 23 February 2024 (Document D3)?*
 - *On 28 February 2024, the Appellant informed FIFA again that there was an alleged mistake with the EPP and that the GFA had told them that they could not change the information on the system as it was "blocked". Did anyone at FIFA speak with or contact the GFA to see what the issue was? Please send copies of any written communications or summarize any oral communications in this respect. If there was no contact with the GFA, please explain why not.*
 - *On 29 February 2024 (at 12:33), FIFA sent a message saying the "request has been updated". Was that a reference to the Appellant's request to correct the alleged mistake on the EPP or was it referring to the response that the Onboarding Team of the FIFA Clearing House sent at 12:32 on the same day?*
42. On 3 September 2024, FIFA filed its rejoinder and responses to the Sole Arbitrator's questions with the CAS Court Office.
43. On 13 September 2024, the Appellant informed the CAS Court Office that the Player had moved again, this time to Lyon and this had triggered a new process at FIFA to consider what training rewards should be paid and to who. A revised EPP was produced, which now showed the Appellant as being entitled to rewards over the Contested Period.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

44. On 19 September 2024, FIFA provided a response on the admissibility and (subsidiarily) the merits of the Appellant's e-mail of 13 September 2024.
45. On 20 September 2024, the CAS Court Office acknowledged receipt of FIFA's letter and its comment on the latest submission of the Appellant.
46. On 10 December 2024, the CAS Court Office informed the Parties that the Sole Arbitrator had declared himself sufficiently well informed to render a decision on the matter in hand, without the need for a hearing. The Parties were sent the Order of Procedure and asked to sign and return the same. The evidentiary proceeding were declared closed.
47. On 10 and 17 December 2024, respectively, the Respondent and the Appellant signed and returned the Order of Procedure.
48. On 16 December 2024, the CAS Court Office notified the Parties that the Sole Arbitrator had determined to accept both the Appellant's submissions of 13 September and the Respondent's reply of 19 September 2024, to the CAS file.
49. On 25 February 2025, the Appellant sent by e-mail a chain of emails between the Respondent and FC Nordsjælland along with submissions regarding the same.
50. On 26 February 2025, the Respondent objected to the admissibility of the Appellant's e-mail and its enclosure, stating there are no exceptional reasons under Article R56 CAS Code.
51. On 16 March 2025, the CAS Court Office informed the Parties that the Sole Arbitrator has decided not to admit the Appellant's submissions of 25 February 2025 to the case file. Further, the Parties were advised that unsolicited and spontaneous comments/responses would not be accepted.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

52. This section of the Award is a non-exhaustive list of the Parties' contentions, its aim being to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Sole Arbitrator has accounted for and carefully considered all the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. The Appellant's position

53. In its Statement of Appeal and Appeal Brief, the Club made the following requests for relief:

"1. To uphold this appeal and set aside the Appealed Decision.

2. To direct FIFA to correct the Electronic Player Passport of Ernest Nuamah APPIAH (Nationality: Ghana – Male – Date of birth: 1 November 2003 – FIFA ID: 12FKSZ6) to reflect that he was playing for and registered with Right to Dream FC (FIFA ID: 105SFKB) from 2 December 2013 until 27 January 2022.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

3. To order FIFA to bear the entire costs of these arbitration proceedings.

4. To order FIFA to pay Appellant's legal fees and other expenses incurred in connection with these arbitration proceedings, in an amount to be determined later.

The Appellant reserves the right to Appellant reserves the right to amend and supplement its requests for relief, if necessary."

54. To support the Appeal, the Club made the following submissions:

a. The Electronic Player Passport was Incorrect

55. The Player started his football career at the Ghanaian football club Real Soccer Angels from 2009 until 2 December 2013 (i.e. from when he was 5 or 6 years old and until he was 10 years and 1 month old).
56. On 2 December 2013, the Player transferred from Real Soccer Angels to the Club and it provided an alleged transfer agreement.
57. On 29 November 2019, the transfer was confirmed publicly by Real Soccer Angels in a Facebook post.
58. The Player stayed with the Club for 8 years and 1 month until 27 January 2022, when he was 18 years and 2 months old.
59. On 28 January 2022, the Player transferred to the Danish club FC Nordsjælland where he stayed until 30 August 2023 when he was 19 years and 9 months old.
60. On 31 August 2023 the Player transferred to the Belgian club Racing White Daring Molenbeek. He then went on loan from Racing White Daring Molenbeek to the French club Olympique Lyonnais and signed permanently for them in September 2024.
61. According to the third-party "Ghana Football Connect" Player Passport, the Player was registered with and played for the Club from 1 August 2015 until 28 January 2022.
62. The Appealed Decision relied upon the First EPP and therefore incorrectly determined that the Player was not registered with the Club during the Contested Period from 1 August 2015 until 18 March 2019, but was instead registered in that period with the now defunct Ghanaian club, Stadium Youth Club.

b. The GFA Received the Solidarity Contribution

63. The consequence of this incorrect determination in the Appealed Decision is that the GFA will pick up the solidarity contribution that would have accrued to the now defunct club, Stadium Youth Club, in connection with the Player's transfer from FC Nordsjælland to Racing White Daring Molenbeek on 31 August 2023.
64. The GFA will similarly pick up such solidarity contribution in connection with any future international transfer of the Player.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

65. This outcome in favour of the GFA follows from the rule contained in the FIFA Regulations on the Status and Transfer of Players, February 2024 edition, Annexe 5, article 2, paragraph 4

c. *The Disputed Sum*

66. The Appellant argues that the solidarity contribution due in connection with the international transfer of the Player from FC Nordsjælland to Racing White Daring Molenbeek on 31 August 2023 shall be calculated on the basis of a fixed transfer fee of EUR 25,000,000 (plus any subsequent contingent bonuses falling due).
67. The solidarity contribution that the Appellant is being deprived of (disregarding solidarity contribution in relation to any contingent bonuses) due to the error in the Appealed Decision concerns the Contested Period from 1 January 2015 until 18 March 2019, can be calculated as follows:

“EUR 64,127.79 per year from 1 January 2015 until 31 December 2018, i.e. EUR 256,511.16 for the first 4 years from when the Player was 12, 13, 14, and 15 years old.

EUR 128,255.58 from 1 January 2019 until 31 December 2019 prorated for the disputed period of 78 days from 1 January 2019 until 18 March 2019, i.e. an amount of EUR 27,408.04.

In total the disputed solidarity contribution amounts to at least EUR 283,919.20.”

68. The Player was only 20 years old at the date of the Appeal. It is likely that he will transfer again internationally several times during his career at high transfer fees. Each time the error committed in the Appealed Decision will – if not corrected – result in additional unwarranted financial harm to the Appellant. Indeed, the Player did move to Lyon during the currency of this Appeal.

d. *The GFA as a Second Respondent*

69. If CAS were to dismiss this case on the grounds that the Appellant has not called GFA as a respondent, then CAS would not reach the merits of the Appellant’s claim for annulment of the Appealed Decision and for a direction to the Respondent to correct the Player’s EPP.
70. According to the wording of Annexe 5, article 2, para. 4 of the RSTP, February 2024 edition, for any entitlement on the part of the GFA, the GFA should have provided the FIFA Football Tribunal (and by extension CAS) with sufficient evidence concerning the following facts: (a) that the Stadium Youth Club was involved in the Player’s training and education during the relevant time; and (b) that the Stadium Youth Club has ceased to participate in organized football and/or no longer exists.
71. The Appellant’s interpretation of the RSTP corresponds with the decision made on 31 July 2008 by the FIFA Dispute Resolution Chamber (“DRC”), Section 16 of that decision reads:

“As a result, the Chamber unanimously concluded that, contrary to the Claimant’s position, it is an association’s responsibility not only to demonstrate that no link could be established between a professional and a club but also to give evidence for the player to have actually been trained in football during the relevant period of time, if it intends to claim part of the solidarity contribution”.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

72. The DRC decision was appealed to CAS (*CAS 2008/A/1751*). On 5 August 2009 the CAS Panel agreed with the DRC on the interpretation of the RSTP.
73. In its Answer, the Respondent reveals that the Danish Football Association and the Belgian Football Association both intervened in the EPP process and uploaded “*the respective proofs of registration of the Player with the clubs associated to them*”. In its Answer, the Respondent did not state that it received any such proof from the GFA regarding the registration of the Player with clubs associated to the GFA.
74. The simple reproduction in the Respondent's Answer of the mandatory information entered by the GFA in TMS in favour of itself is not evidence as required by the RSTP.
75. Further in its Answer, the Respondent states that “*The Appealed Decision was ... rendered in full compliance with the applicable regulations*”. The Respondent has not provided any evidence to suggest that it requested and received from the GFA the required evidence according to the RSTP. Similarly, the Respondent has failed to substantiate that the information entered in TMS by GFA is truthful and accurate as required by FCHR article 17.1.
76. If Respondent deemed it important to allow the GFA to be heard and to present its position in this case, there are numerous ways to achieve this under articles R41.2–R41.4 of the CAS code. The Appellant has confirmed to the Respondent that it would have no objection to the GFA joining these proceedings.
77. However, it has not done so. The Respondent’s objection to the proceedings should not bar the Sole Arbitrator from examining the Appellant's claim if the reasons for the objection are capable of being remedied and are indeed remedied at a subsequent stage.
78. If the Sole Arbitrator agrees with the Respondent that the GFA must be regarded as a mandatory respondent in this case, the Sole Arbitrator can simply allow the GFA to participate in the arbitration upon application from either party. See ARB/05/20, *Micula v. Romania*, a decision on jurisdiction and admissibility of 24 September 2006, §§ 60-61, and Luigi Fumagalli, “*Review of CAS jurisprudence regarding jurisdiction and admissibility*”, CAS Bulletin (2016), page 15.
79. CAS must prevent the Respondent from using “*spurious procedural excuses*” to stop the Appellant’s claim for a fair and equitable outcome which reflects the material and accurate facts of the case, see *TAS 2015/A/4291*.

e. Subsidiary Request for Relief and second round of submissions

80. In its second round of submissions, the Appellant alternatively stated that if the Sole Arbitrator cannot grant its primary requests for relief as stated above, then the Appealed Decision should be annulled and the case be sent back to the Respondent for renewed consideration, in accordance with article R57 of the CAS Code.
81. Further, in its second round of submissions, the Appellant provided a more detailed chronology of the Player’s career. He started playing organized football for Stadium Youth Club at age 5 or 6 and was transferred to Real Soccer Angels at age 7 or 8.
82. In 2012, the Player was scouted by the Appellant. In October 2013, he began trials with the Club as an U11 trialist. The next month a Trialist Exit Report recommended his return for further assessment in six months.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

83. In December 2013, the Player was formally transferred from Real Soccer Angels to the Appellant and ultimately, in June 2014, he was awarded a scholarship by the Appellant. Later that year he started living and training at the Club's academy.
84. His first match for the Club was on 20 September 2014, against SCORE FC. By 1 November 2018, he had signed his first professional contract with the Appellant.
85. The Appellant noted discrepancies with his Player Passport in January 2022, so it contacted the GFA to correct the player passport data.
86. After the Provisional EPP was generated in FIFA TMS, on 31 August 2023, the Club, on 9 November 2023, emailed the GFA to correct the provisional EPP.
87. The GFA acknowledged this and updated the national EPP, but stated that it could not update FIFA TMS due to a technical "block". This was on 17 November 2023.
88. After the uncorrected Final EPP was approved by FIFA Clearing House on 21 February 2024, the Appellant contacted FIFA to correct the discrepancies, but were referred back to the GFA and to pursue legal remedies.
89. Ultimately the Appellant contacted both the GFA and FIFA multiple times to correct the EPP before the final approval. The GFA acknowledged the error and corrected the national EPP, but the correction was not reflected in FIFA TMS due to a technical "block".
90. The Respondent failed to follow proper procedures under FCHR articles 10.1, 10.2, and 10.3. It should have requested further information or referred the matter to the DRC to clarify the discrepancies.
91. FIFA is the only entity that can clarify the technical block and correct the international EPP. Further, the GFA has not claimed any part of the solidarity contribution, indicating a waiver of entitlement.

f. Response to the Sole Arbitrator's questions

92. The Appellant in summary, stated that:
 - a. it did not proactively "accept" the draft EPP generated on 31 August 2023 and cannot confirm when it first saw the document;
 - b. it received the Appealed Decision on 23 February 2024, and the response and ensuing correspondence are detailed above in the second submissions;
 - c. the Transfer Agreement was not sent to FIFA, rather a Right of First Refusal dated 2 December 2013 was attached to the email sent to FIFA on 4 December 2023;
 - d. the Appellant had been in contact with the GFA several times starting in January 2022 and continuing in November 2023 to correct the draft EPP, and after receiving FIFA's message on 11 December 2023, the Appellant contacted the GFA again by telephone;
 - e. the Appellant has no record logged concerning the registration of the Player at the time of his transfer from Real Soccer Angels to the Appellant in December 2013, as registrations of youth players were done through hand-delivered physical documents with the local chapter of the GFA;
 - f. the GFA acknowledged the mistake and corrected the EPP in the national system but could not update FIFA TMS due to a technical "block"; and

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

- g. the Appellant has not discussed the question of funds with the GFA and does not know if the GFA would remit any funds received from the FCH to the Appellant or not.

B. The Respondent's position

93. In its Answer, FIFA made the following prayers for relief:

“(a) reject the Appellant’s request for relief;

(b) confirm the Appealed Decision;

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

94. Its submissions can be summarised as follows:

a. *Lack of Standing due to the absence of a mandatory respondent*

95. The appeal lacks standing in the absence of a mandatory respondent, the GFA (entitled to the compensation due to Stadium Youth Club, considering the latter’s disaffiliation pursuant to Article 2 para. 4 Annexe 5 of the RSTP).
96. The Appellant is seeking a decision which impacts the GFA’s rights. Consequently, the GFA had to be involved in the proceedings.
97. FIFA’s EPP system, and the Appealed Decision specifically, is built upon FIFA’s necessary reliance upon the information provided by the concerned national associations.
98. As the EPP indicated that during the Contested Period the Player was registered with Stadium Youth Club and - considering that such club was disaffiliated at the time of the Appealed Decision - the GFA was entitled to the relevant amount of solidarity contribution, on behalf of said club, pursuant to the RSTP.
99. The Appellant has failed to call the GFA as a respondent, despite asking CAS to annul the Appealed Decision and determine that no portion of solidarity contribution to the GFA is due, which evidently affects the latter directly.
100. The present appeal must therefore be rejected in the absence of a mandatory respondent, the GFA, as any decision issued on the merits would violate its right to be heard. This is a clear-cut situation of lack of standing to be sued and, specifically, a lack of passive mandatory joinder or “*consortité passive nécessaire*.”
101. The notion of ‘passive mandatory joinder’ (also referred to as ‘passive mandatory litisconsortium’) has already been addressed by CAS in *CAS 2008/O/1808 KFF vs. FIFA*, para. 68-70; *CAS 2013/A/3228 Evgeny V. Levchenko v. Russian Football Association (RFA)*, para. 8.10 and 8.11; *CAS 2018/A/6044 Etzaz Hussain v. FC Astana & FIFA*, para. 72; and *CAS 2022/A/9238 Club Cerro Porteño v. FIFA*, paras. 71 – 76, among others.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

102. FIFA submits that the foregoing conclusions apply *mutatis mutandis* to the present matter, particularly because the GFA could explain why the Player Passport indicated that the Player was registered with Stadium Youth Club during the Contested Period.

b. The appeal must be rejected in any case pursuant to the RSTP

103. In respect of the horizontal element of the dispute (between the Appellant and the GFA), FIFA states that the information provided by the relevant member associations are cardinal in determining training compensation and solidarity contribution to the clubs involved in the training of the player whose transfer has triggered the rewards.
104. This is established at ‘general’ level in the RSTP and, with specific regard to the generation of the EPP, in the FCHR.
105. The information that is (now electronically) transferred to FIFA and generated by the TMS based on the data entered by the relevant member association is the information FIFA has to rely upon.
106. Article 4 FCHR explicitly regulates the technicalities concerning the registration and transfer of players. According to Article 17.1 FCHR, national associations could be exposed to sanctions for failure to provide accurate registration information.
107. The information that the Player was registered with Stadium Youth Club during the Contested Period was electronically entered by the GFA, and automatically generated by the TMS in order for FIFA to start the ‘training rewards distribution’ procedure which had been triggered by the Player’s international transfer.
108. The Appealed Decision was, therefore, rendered in full compliance with the applicable regulations. Consequently, the Appellant’s argumentation in this respect (assuming it could be assessed in the absence of the GFA as a Respondent, *quod non*) must be dismissed.

c. Rejoinder of 3 September 2024

109. FIFA reiterated its primary position that in the absence of the GFA as a respondent in these proceedings, the Appeal can only be rejected on the basis of standing to be sued.
110. FIFA noted the Appellant’s attempt to cure its procedural mistake by (i) trying to have the GFA intervene in the present proceedings and (ii) trying to have the case referred back to FIFA.
111. As discussed during the CMC, the GFA cannot intervene without the consent of FIFA. In this sense, FIFA highlights that it is the Appellant that had the responsibility of summoning the correct respondent(s) in this matter, and it is not for FIFA to remedy any failure in that respect.
112. FIFA mentioned that it follows the view of the sole arbitrator in *CAS 2017/A/5131*, who ultimately held in paragraph 73, that: “*it remains the Appellant’s responsibility to meet the necessary requirements of an appeal, in particular by identifying the appropriate respondent(s)*”.
113. FIFA argued that the Appealed Decision has determined the right of the GFA to receive solidarity contribution for the registration of the Player at the disaffiliated club Stadium Youth Club, and that any

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

decision issued in the present arbitration (including referring the case back to FIFA, which would imply the annulment of the Appealed Decision) would inextricably affect the GFA's rights. FIFA recalled that by not having called the GFA in a timely manner, the Appellant created the legitimate expectation for the GFA that the EPP is final and binding.

114. Therefore, FIFA states that the appeal must be rejected in full absence of the GFA as a respondent.

d. Response to the Sole Arbitrator's questions

115. FIFA attached a copy of the entire correspondence sent to the Appellant, noting that the attachment to that communication was the Appealed Decision; no response to the Appealed Decision was received (nor required). The registration information for each member association is automatically uploaded from the FIFA Connect system used by those associations at national level in order to generate the provisional EPP. During the EPP review process, member associations are granted the opportunity to review such information and correct any potential mistakes. The GFA did not provide any comments or otherwise indicate that the information contained in the EPP would be incorrect, despite having had the opportunity to do so.

116. In the context of the EPP review, only member associations may edit the relevant registration information in an EPP. Any changes may only be made when the EPP's status is in "Review" or "Completion": *"If registration information indicated in the EPP is incorrect, associations participating in the EPP review process can request to amend the registration details during the EPP review process (when the EPP's status is shown as "Review" or "Completion"). The EPP review process shall last ten days (cf. art. 9 par. 3 of the FIFA Clearing House Regulations (CHR)), and all amendments to the registration details are subject to FIFA's approval."* Therefore, only the GFA could have made changes to the information contained in the EPP. FIFA highlighted that the EPP review phase was marked as "In review" from 12/09/2023 to 23/09/2023, with the Appellant being aware of this circumstance and having had the possibility of contacting the GFA in order to amend any registration information that it considered inaccurate (especially when, according to the Appellant, it had been attempting to correct such information since January 2022). The EPP process was later marked as in "Completion" between 23/01/2024 and 30/01/2024, and again between 31/01/2024 and 08/02/2024. During this time, the GFA could have changed the relevant registration information (if considered inaccurate), yet it did not.

117. FIFA can only presume that this is because the GFA did not consider the information incorrect, as it is unable to ascertain this in the absence of the GFA as a respondent.

118. On 31 August 2023, following the registration of the Player with the new club, the EPP was generated containing the information made available by each member association, including the GFA, on FIFA Connect. For clarity, it is the involvement of the different entities (relevant member associations and clubs) in the EPP review process which occurs by default as from that moment. Unless one of those entities actively amends the content of the EPP (as occurred, for instance, with the Belgian and Danish), such content is deemed to have been accepted as from the moment the EPP was generated. In summary, the Appellant was included by default as a participant in the EPP review process and, because it chose to not intervene, it is deemed to have accepted the EPP as generated on 31 August 2023 insofar as the information on the Player's registration in its club is concerned.

119. The EPP determination letter is generated following the conclusion of the EPP procedure and its approval. It establishes which clubs are entitled to receive which training rewards from a new club following the registration of a player as of 16 November 2022, in accordance with the FCHR.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

120. After the EPP determination is approved, parties are no longer allowed to modify the information contained therein, as it constitutes a final decision at FIFA level which may only be challenged before CAS. As mentioned above, only the GFA could make amendments to the EPP during the review process, when the status was in the “Review” or “Completion” phases, between 31 August 2023 and 23 February 2024. Once an actual decision on the EPP (e.g. the Appealed Decision) is notified to the relevant parties, these only have recourse to CAS if they wish to challenge such decision. There was therefore no reason to contact the GFA in this respect, and to the best of FIFA’s knowledge, it did not do so.
121. The message referred to the response that the Onboarding team of the Clearing House Entity sent at 12:32h on 29 February 2024, understood as a “*please find below a reply to your request*”.

e. Rejoinder to the Appellant’s Reply

122. Evidence submitted by the Appellant which is aimed at putting into question the information contained in the GFA’s national player registration system, whose information is then uploaded to FIFA Connect and used to generate the provisional EPP, such information cannot be put into question in the absence of the GFA as a respondent in these proceedings (as the entity managing such player registration system).
123. Evidence submitted by the Appellant concerning the alleged conversations that took place between it and the GFA are screenshots of what (according to the Appellant) are WhatsApp exchanges with the GFA’s TMS Manager, Mr Francis Adu. However, nothing on the file allows to authenticate these messages. This casts doubts as to the reliability of the evidence submitted by the Appellant in support of its allegations.
124. The screenshot allegedly from the GFA’s player registration system (Ghana Football Connect) does not help the Appellant’s case, as it also lacks credibility in the absence of any express corroboration by the GFA in these proceedings as to the authenticity or the date of the information contained therein. This is especially relevant when the information is in clear contradiction with the one extracted from the GFA’s registration system in FIFA Connect, which is the one reflected in the determination on the EPP.
125. The Appellant was therefore aware of the Player’s registration information contained in the EPP as from 31 August 2023, when that draft was generated. As from that moment, the Appellant had the opportunity to ask the GFA to correct any alleged mistake in the EPP. Yet the Appellant obviously failed to do so in a timely manner (if truly at all) during the EPP review process. It is therefore misleading for the Appellant to imply ignorance of the information contained in Document A of the case file, when it was included as a participant in the EPP review process from the very first moment that the EPP was generated.
126. FIFA fully rejects the Appellant’s implication that FIFA does not want to “*achieve an outcome of these proceedings that is cost-effective, fair and reasonable, and – not least – materially correct.*” FIFA considers that the information contained in the Appealed Decision is correct, absent any amendment by the national associations during the EPP process, and that no such amendments can be made at this stage in the absence of parties that would be directly affected by them.
127. FIFA cannot condone the Appellant insisting on a decision being issued that would directly affect the rights of third parties who have not been properly called to the proceedings. With all due respect for the Appellant, it is not for FIFA to correct the Appellant’s failure to call the GFA as a respondent, as it is not for FIFA to assess the Appellant’s own legal strategy in the context of an appeal. For the sake of completeness, FIFA does not accept to join the GFA as a party to these proceedings.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

128. FIFA reiterates that absent the GFA, the new (and inadmissible) relief sought by the Appellant, consisting in the referral of the matter back to FIFA, cannot be granted in the absence of the GFA as a party to these proceedings, as such decision would directly affect the GFA's rights, in violation of its right to be heard in these CAS proceedings.

f. Response to Appellant's email - 19 September 2024

129. The Appellant is misleading when attempting to make the Sole Arbitrator believe that it only became aware of the EPP on 13 September 2024. Indeed, the Appellant has only filed a partial screenshot of the "Passport" tab in TMS containing the still unconfirmed passport information, omitting the remaining information that followed, namely: The Removed Registrations, and, more relevantly, The list of Participants for Review, which clearly states that the Appellant was included as a participant in the EPP review process by default and was made aware of it on 22 July 2024.

130. If the above were not enough, the relevant history of this ongoing EPP review clearly shows that the Appellant was one of the participating parties that were informed on 2 August 2024 that the EPP had been released for review.

131. With the above in mind, it is obvious that the Appellant was aware of the EPP review process concerning EPP-44483 as early as 22 July 2024, when the provisional EPP was generated, and in any event on 2 August 2024 when it was informed that the EPP had been released for review.

132. FIFA notes that the Appellant's only argument in connection with EPP-44483 is that it allegedly "*conclusively proves Appellant's case.*"

133. The Appellant's assertion is misleading and wrong, for the following reasons:

- There has not yet been a final determination on EPP-44483, whose review process is currently in the "Completion" phase. Therefore, it is (at the very least), imprudent to blatantly state that the uncompleted EPP-44483 would confirm the Appellant's position in this case.
- The only reason for which the EPP-44483 reflects different registration information of the Player with the Appellant is because during this particular review process, the GFA has actually made changes to the Player's registration information on 5 August 2024.
- The fact that the Appellant and the GFA actually followed the procedural process in this specific EPP review does not in and of itself render the information in EPP-44483 correct or the one in EPP-30421 (object of this arbitration) incorrect. Especially when the EPP review phase has not yet been completed in the former.
- The only thing that the information in EPP-44483 confirms is that the EPP generated for the new transaction can be subject to review, and that the Appellant was thus incorrect when stating that "*that Appellant will be similarly excluded in connection with any future international transfer of the Player*" and that "*[e]ach time the error committed in the Appealed Decision will – if not corrected – result in additional unwarranted financial harm to Appellant.*"

134. Even if the Appellant were correct in its position regarding the Player's registration information with its club (*quod non*), its appeal cannot be accepted in the absence of the GFA as a respondent.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

V. JURISDICTION OF THE CAS

135. The jurisdiction of CAS is derived from Article R47 of the CAS Code, which provides that:

“An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body”.

136. Further, Article 57 paragraph 1 of the FIFA Statutes states that:

“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged within 21 days of receipt of the decision in question”.

137. The Sole Arbitrator notes that the Parties have not contested the jurisdiction of CAS.

138. Further, the jurisdiction of CAS is confirmed by the Order of Procedure duly signed by the Appellant and the Respondent.

139. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

140. Under Article 49 of the CAS Code, the time limit for appeal shall be *“twenty-one days from the receipt of the decision appealed against”*, unless otherwise provided for in the statutes or regulations of the federation concerned.

141. Article 57(1) of the FIFA Statutes provides that appeals must be filed within 21 days of receipt of the decision being appealed and Article 57(2) provides that *“[r]ecourse may only be made to CAS after all other internal channels have been exhausted”*.

142. The Club were notified of the Appealed Decision on 23 February 2024.

143. The Club filed the joint Statement of Appeal and Appeal Brief on 15 March 2024, hence within the deadline of 21 days.

144. The Club completed its appeal as per the terms of Articles R47, R48 and R51 of the CAS Code, including payment of the CAS Court Office fee.

145. It follows that the Appeal is admissible.

VII. APPLICABLE LAW

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

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

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

147. Article 56(2) of the FIFA Statutes provides as follows:

“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss Law”.

148. It is submitted by the Appellant and the Respondent that the Sole Arbitrator shall therefore primarily apply the various regulations of FIFA (the RSTP and the FCHR), and Swiss law shall be applied subsidiarily should the need arise to fill a possible gap in the FIFA regulations.

149. The Sole Arbitrator is not minded to depart from that agreed position.

VIII. OTHER PROCEDURAL ISSUES

150. The Sole Arbitrator received four unsolicited submissions from the Appellant (which the Respondent objected to, but additionally responded to) on 20 May 2024, 10 June 2024, 13 September 2024 and 25 February 2025.

151. The Sole Arbitrator only accepted the submissions made on 13 September 2024 (along with the Respondent’s submissions in reply thereto of 19 September 2024) to the CAS file.

152. Article R56 of the CAS Code states: *“Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer”.*

153. Simply, the Sole Arbitrator saw no evidence of exceptional circumstances with regard to the three rejected unsolicited submissions, however, he could understand that the new transfer of the Player to Lyon, along with the new EPP, could be highly relevant to the matter in hand and whilst this information could have possibly been produced a little earlier, it would have been after its second round of submissions were made. As such, the submissions on this event by both of the Parties were allowed in.

IX. MERITS

A. The main issues

154. The Sole Arbitrator considers that the main issues to be resolved are as follows:

- a. The issue of standing, with the absence of the GFA as a respondent; and
- b. The scope of the Sole Arbitrator’s review.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

155. Before turning to these issues, the Sole Arbitrator notes that this case is concerned with where the Player was trained during the Contested Period. From the EPP that was generated during the process, it was stated that he was with Stadium Youth Club for that 3 year 6 month period. As that club no longer exists, according to the Appealed Decision, the GFA stands in its place, pursuant to Annexe 5, article 2, para. 4 of the RSTP, and it receives the solidarity contribution in place of that club.
156. The Appellant submitted that neither the GFA nor Stadium Youth Club should be entitled to the money, rather it should be. There has been a mistake with the EPP and the Appellant has put forward some evidence that apparently proves this mistake, including:
- a. A player passport for the Player from Ghana Football Connect;
 - b. An affidavit from the Player;
 - c. An affidavit from the former co-owner of Stadium Youth Club;
 - d. Various reports concerning the Player and the Appellant during the Contested Period; and
 - e. EPP-44483 generated for the Player's move to Lyon.
157. The Sole Arbitrator notes that during the process at FIFA, the Appellant produced little of this evidence to either the GFA or to FIFA. Indeed, there was some communication between the Appellant and the GFA, but the TMS was apparently "blocked", the Appellant became more active after the EPP had become final.
158. However, this evidence appears to support the Appellant's position that a mistake may well have been made and that the Player may well have been with the Appellant during the Contested Period.
159. Ultimately, the only recourse available to the Appellant was to make this Appeal to CAS. The Sole Arbitrator then notes the second mistake – the Appellant failed to include the GFA as a respondent in its appeal. Had it done so, then any evidence the GFA may have in relation to the above could have been considered and the merits of the case could have been dealt with.
- a. The issue of standing
160. FIFA quite rightly point out that the Appellant is seeking a decision which impacts the GFA's rights. Consequently, the GFA had to be involved in the proceedings. Ultimately, if the Appealed Decision is overturned and the solidarity compensation for the Contested Period is awarded to the Appellant, then it is effectively taken from the GFA.
161. It is not so simple as to say that the GFA has implicitly "waived" its entitlement to such sum when it provided different information to the TMS in relation to the Player's move to Lyon; or that the GFA needs to formally claim monies that would have gone to Stadium Youth Club. The GFA needs to be quizzed as to what information it has provided to the TMS, when and why. Additionally, does it claim the monies it has been awarded in the Appealed Decision.
162. It was for the Appellant to direct its appeal against the GFA too.
163. No criticism can be made against FIFA either. The CAS Code at Articles R41.2 (Joinder) and R41.3 (Intervention) require either FIFA to decide to join the GFA to the matter at hand or the GFA to request to intervene. Neither are required to do so upon the demand of the Appellant. The Appellant had the opportunity to include the GFA pursuant to Article R48 of the CAS Code.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

164. FIFA has asked the Sole Arbitrator to reject the Appellant's Appeal in the absence of a mandatory respondent, the GFA, as any decision issued on the merits would violate its right to be heard.
165. The Sole Arbitrator can only agree with FIFA in that he should not delve into the merits, as there would be the risk that any decision taken on the merits without the GFA would violate the GFA's right to be heard and could well impact on its financial position too. However, this does not necessarily mean that the Appeal must be rejected. Article R57 of the CAS Code provides the Sole Arbitrator with alternative powers, as detailed below.

b. The scope of review

166. Article R57 of the CAS Code states:

"The Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance..."

167. The Appellant, in its second submissions requested that the matter be sent back to FIFA. Indeed, FIFA anticipated this possibility in its own submission, but submitted that it would not be appropriate to do so.
168. FIFA submitted that by not having called the GFA in a timely manner, the Appellant created the legitimate expectation for the GFA that the EPP is final and binding. The Sole Arbitrator is not convinced by that argument. There appeared to be correspondence between the Appellant and the GFA before and after the final EPP was issued. Further, something appears to have been changed (presumably by the GFA) when EPP-44483 was generated for the Player's move to Lyon. It is not certain that the GFA have any such expectation.
169. The Sole Arbitrator did anticipate that FIFA might claim that the Appellant could not amend its prayers for relief in its second written submissions, however it did not raise the issue. The Sole Arbitrator did note that the Appellant attempted to reserve the right to amend its initial prayers for relief in its Statement of Appeal and that it did not file a separate Appeal Brief, where it might have amended its prayers.
170. In any event, the Sole Arbitrator notes that in CAS 2023/A/8679, the Panel stated (emphasis added):

"5. Based on Article R57 of the CAS Code, a CAS panel is authorised to issue a new decision which replaces the appealed decision or annul the appealed decision and refer the case back to the previous instance. The CAS panel is afforded discretion in this respect and no particular request from any of the parties is required to choose for either of these options.

6. The decision of the appeal authority to annul the contested decision and to refer the case back to the authority of first instance for investigation and a new decision on the merits is qualified as an incidental decision, even though it puts an end to the appeal proceedings. It is justified to apply the same principle by analogy to the appeal procedure before the CAS, the idea being that, in this case too, the aim is to ensure that the Swiss Federal Tribunal only has to deal with a case once, subject to the exceptions allowed by the case law."

171. The Sole Arbitrator had enquired with the Appellant whether it had discussed with the GFA whether it might simply accept the funds awarded to it to under the Appealed Decision and remit them to the

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

Appellant, but the Appellant stated it had not asked the GFA. As such, the GFA may not be willing to simply do this.

172. There is some evidence that is new to FIFA that the Appellant has produced during the course of the matter at hand. The Sole Arbitrator cannot ask the GFA about this evidence, as it not a party to the matter at hand. However, if the matter is back with FIFA, then it can make these enquiries of the GFA and decide if a mistake has been made by the GFA and whether a fresh decision concerning which entity is entitled to the solidarity compensation for the Contested Period should be rendered.
173. On balance, the need for the correct outcome has persuaded the Sole Arbitrator that the matter should be sent back to FIFA to consider the new evidence with the GFA.

B. Conclusion

174. The Appealed Decision is annulled and the case is referred back to FIFA.
175. All other prayers for relief are dismissed.

X. COSTS

(...)

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 15 March 2024 by Right to Dream FC against the decision issued on 23 February 2024 by the Fédération Internationale de Football Association is partially allowed.
2. The decision issued on 23 February 2024 by the Fédération Internationale de Football Association is annulled and the matter is referred back to the Fédération Internationale de Football Association to consider again in the light of the information provided during the currency of this case at CAS.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 23 May 2025

THE COURT OF ARBITRATION FOR SPORT

Mark Andrew Hovell
Sole Arbitrator