



**Arbitration CAS 2008/A/1751 Brazilian Football Federation v. Sport Lisboa e Benfica-Futebol S.A.D., award of 5 August 2009**

Mr Patrick Lafranchi (Switzerland), President; Prof. Miguel Angel Fernández-Ballesteros (Spain); Mr Pedro Tomás Marquéz (Spain)

*Football*

*Solidarity mechanism*

*Teleological interpretation of the solidarity mechanism of FIFA*

*International transfers and share of the solidarity contribution*

*Right of a national association to claim solidarity contribution*

1. It is the primary right of the apprenticing clubs to claim the solidarity contribution from the new clubs of the internationally transferred player. Only clubs that are linked to a national football association, which again is a member of the FIFA, are authorised to claim the solidarity contribution, because only such clubs can refer to the FIFA Regulations. Clubs which are not associated with a national football association are thus not entitled to claim the solidarity contribution.
3. In the scope of an international transfer, according to the FIFA Regulations, the club acquiring the player rights has to withhold a share of 5% of the agreed transfer amount, which has to be paid to those clubs that contributed to the training and education of the corresponding player in its earlier days. The FIFA Regulations assume that a player has been trained and educated after his 12 years old – without having to prove this. If the player is younger than 23, and is transferred during the term of his contract and a solidarity contribution is payable to his former clubs, the total deduction from the transfer compensation will be less than 5%.
3. The claim for solidarity contribution of a national association pursuant to the FIFA Regulations is issued strictly subsidiarily. Thus, national associations are only legally entitled to claim the solidarity contribution if no affiliated club claims the contribution for itself. Prior to that, the associations merely possess an entitlement on the contribution.

The Appellant Confederação Brasileira de Futebol (CBF or “Appellant”), is the national football association of Brazil and a member of the Fédération Internationale de Football Association (FIFA).

The Respondent Sport Lisboa e Benfica-Futebol S.A.D. (“Benfica” or “Respondent”), is a Portuguese football club and a member of the Federação Portuguesa de Futebol (FPF) which is on his part a member of the FIFA.

The player passport of A. (“player”), born in 1980, issued by the Appellant in July 2007 indicates the following:

<i>Year</i>	<i>Season</i>	<i>Status</i>	<i>Basis</i>	<i>Period</i>	<i>Club</i>
1992 to 1996	12 <sup>th</sup> birthday to 16 <sup>th</sup> birthday			From January 1 <sup>st</sup> to December 31 <sup>st</sup>	No record found
1997	17 <sup>th</sup> birthday	Amateur		From January 1 <sup>st</sup> to July 6 <sup>th</sup> From July 7 <sup>th</sup> to December 31 <sup>st</sup>	No record found Maringá Futebol Clube
1998	18 <sup>th</sup> birthday	Amateur	Loan	From January 1 <sup>st</sup> to October 27 <sup>th</sup> From October 28 <sup>th</sup> to November 19 <sup>th</sup> From November 20 <sup>th</sup> to December 31 <sup>st</sup>	Maringá Futebol Clube No record found Sport Club Corinthians Paulista
1999	19 <sup>th</sup> birthday	Amateur Prof.		From January 1 <sup>st</sup> to February 21 <sup>st</sup> From February 23 <sup>rd</sup> to December 31 <sup>st</sup>	Sport Club Corinthians Paulista Sport Club Corinthians Paulista
2000	20 <sup>th</sup> birthday	Prof.		From January 1 <sup>st</sup> to December 31 <sup>st</sup>	Sport Club Corinthians Paulista
2001	21 <sup>st</sup> birthday	Prof.		From January 1 <sup>st</sup> to December 31 <sup>st</sup>	Sport Club Corinthians Paulista
2002	22 <sup>nd</sup> birthday	Prof.		From January 1 <sup>st</sup> to December 5 <sup>th</sup>	Sport Club Corinthians Paulista
2003	23 <sup>rd</sup> birthday	Prof.		From January 1 <sup>st</sup> to December 31 <sup>st</sup>	Sport Club Corinthians Paulista

In July 2005, the Respondent concluded an agreement with the Brazilian Sport Club Corinthians Paulista for the transfer of A. The parties agreed on a transfer compensation of EUR 3,500,000.00.

On 11 July 2007, the Appellant lodged a formal complaint against the Respondent at FIFA, requesting payment of the solidarity contribution for the period between 1 January 1992 and 19 November 1998 corresponding to 48.85% of the proportion of 5% of the solidarity mechanism and amounting to EUR 85,487.50. The Respondent failed to provide FIFA with its position on the matter.

On 31 July 2008 the Dispute Resolution Chamber of FIFA (“prior instance”) passed the following decision:

“1. The claim of the Claimant, the Brazilian Football Federation, is partially accepted.

2. *The Respondent, Sport Lisboa e Benfica Futebol SAD, has to pay the amount of EUR 23,330 to the Claimant **within 30 days** as from the date of notification of this decision.*
  3. *The aforementioned amount is to be earmarked for youth football development programmes in the Claimant.*
  4. *Any further claims lodged by the Claimant are rejected.*
- (...)"

On 30 December 2008, CBF filed a statement of appeal with the Court of Arbitration for Sport (CAS). It challenged the abovementioned decision, submitting the following request for relief:

*"The **Confederação Brasileira de Futebol – CBF** presented a claim against **Sport Lisboa e Benfica S.A.D.** requesting the payment of 85.487.50 € (eighty five thousand, four hundred and eighty seven euros and fifty cents) regarding a proportion of the solidarity contribution due in connection with the transfer of the Brazilian player A., from the Brazilian Club Sport Club Corinthians Paulista to the mentioned Portuguese Club, held in July 2005.*

*Such amount corresponds to the proportion of the solidarity contribution related to the period comprehended between January 1<sup>st</sup>, 1992 (season of the player's 12<sup>th</sup> birthday) and November 19<sup>th</sup>, 1998 (season of the player's 18<sup>th</sup> birthday). It is important to mention that there was no claim from any football club regarding the period above indicated.*

*The claim presented by the **CBF** was based on the provisions of article 2, paragraph 3 of Annex 5 of the FIFA Regulations for the Status and Transfer of Players (edition 2005).*

*The only partial acceptance of the **CBF's** request by the Dispute Resolution Chamber is not legally sustained, as will be absolutely demonstrated to this honorable Court of Arbitration for Sport – CAS by the presentation of the relevant appeal brief".*

On 9 January 2009, CBF filed its appeal brief criticising the challenged decision and which was accompanied by documents produced as evidence. It submitted the following requests:

*"a. Partially reviewing the decision passed by the Dispute Resolution Chamber of the Fédération Internationale de Football Association – FIFA in its meeting held in 31 July 2008 (particularly its topics 28 and 30);*

*b. Recognizing the **Appellant's** right to participate in the distribution of the solidarity contribution for the player **A.** for the remaining 35.5% of the 5% of the transfer fee paid in relation to the **Player** (amount that has not been claimed by any club, as recognized in the appealed decision), and*

*c. Determining the **Respondent** to proceed with the immediate payment of the amount of 62.157,50 € (sixty two thousand, one hundred and fifty seven Euros and fifty cents) due to the **Appellant** in concept of solidarity contribution for the player **A.**, increased by interest rate of 5% per year counted as of 30 days from the reception of the appealed decision by the **Respondent**;*

*d. The **Respondent** shall be condemned to the payment, in favour of the **Appellant**, of all the legal expenses incurred; and*

*e. The **Respondent** shall be condemned to the payment of all the costs derived from the proceeding before this honorable CAS".*

On 13 January 2009, the CAS asked the Respondent to submit an answer to the appeal brief. The CAS pointed out that if the Respondent failed to submit its answer within the given time limit, the Panel would nevertheless proceed with the arbitration and deliver an award. The Respondent has failed to submit an answer to the appeal brief.

Furthermore, the Respondent has failed to execute the payment of the advance of costs in the present arbitration procedure. In accordance with article R64.2 of the Code of Sports-related Arbitration, edition 2004 (the “Code”), the Appellant paid the Respondents’ share of the advances of costs on 1 April 2009.

On 18 May 2009, the CAS Court Office issued, on behalf of the Chairman of the Panel, an order of procedure which confirmed amongst other that CAS had jurisdiction to rule on this matter and that the applicable law would be determined in accordance with article R58 of the Code. The parties signed and returned such order of procedure to the CAS Court Office.

On 28 May 2009, the Appellant filed the order of procedure and pointed out that the Respondent had failed to submit its answer to the appeal brief and had also failed to pay its share of the costs. Therefore, the Appellant requested the Respondent to participate in the hearing as a listener/spectator only, thus unable to comment on this subject during the hearing. Furthermore, based on article R43 of the Code, the Appellant added a request for the confidentiality of the award, a summary and/or press release setting forth the results of the proceedings.

A hearing was held on 3 June 2009 at the CAS Headquarters in Lausanne.

## **LAW**

### **CAS Jurisdiction**

1. The jurisdiction of CAS in the present procedure is based on articles 62 and 63 of the FIFA Statutes as well as article R47 of the Code. It is further confirmed by the order of procedure duly signed by the parties.
2. Consequently, the CAS has jurisdiction to decide on the present dispute.
3. Under article R57 of the Code, the Panel has the full power to review the facts and the law.

### **Admissibility**

4. The appeal was filed within the deadline provided by article 63 par. 1 of the FIFA Statutes which states that appeals against the final decisions passed by FIFA’s legal bodies and against

the decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days as from notification of the decision in question.

5. The appeal filed by CBF is thus admissible, which is undisputed.

### **Applicable law**

6. Article R58 of the Code provides the following:

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

7. Article 62 par. 2 of the FIFA Statutes further provides that the provisions of the Code shall apply to the proceedings and that CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.
8. In the present matter, the parties have not agreed on the application of any particular law. Therefore, the rules and regulations of FIFA – in particular the Regulations for the Status and Transfer of Players, edition 2005 (“the Regulations”) – shall apply primarily and Swiss law shall apply subsidiarily.

### **Procedural issues**

9. The Respondent has failed to submit its answer to the appeal brief within the given time limit. The Respondent is hence defaulting. On this account, the Panel decided on the occasion of the hearing of 3 June 2009 that, during the hearing, the Respondent will not be allowed to file any further motions to take evidence – which generally applies for all Parties (article R56 of the Code) – that the Respondent will not be allowed to make an opening statement, but after completion of the procedure of taking evidence he will be allowed to make a closing statement.
10. Furthermore, the Appellant added a request for the confidentiality of the award, a summary and/or press release setting forth the results of the proceedings, based on article R43 of the Code. During the hearing, the representative of the Respondent explained, regarding the petition of the Appellant, that he had nothing against the possible approval of the petition on confidentiality of the award. Therefore, the Panel declared that the Parties agree on the confidentiality of the award, a summary and/or press release (article R59 par. 6 of the Code). Therefore, the Panel rules that the award shall remain confidential and a summary and/or press release setting forth the results of the proceedings shall not be made public by the CAS.

## Discussion

11. The object of the dispute in the present matter concerns the “Solidarity Mechanism” as it was established by the FIFA in article 21 and annex 5 of the Regulations. The present relevant standards are to be read as follows:

*“Article 21 – Solidarity Mechanism*

*If a Professional is transferred before the expiry of his contract, any club that has contributed to his education and training shall receive a proportion of the compensation paid to his previous club (solidarity contribution). The provisions concerning solidarity contributions are set out in annex 5 of these Regulations”.*

*“Annex 5, article 2 – Payment Procedure*

*1. The New Club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player’s registration or, in case of contingent payments, 30 days after the date of such payments.*

*2. It is the responsibility of the New Club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player’s career history as provided for in the player passport. The player shall, if necessary, assist the New Club in discharging this obligation.*

*3. If a link between the Professional and any of the clubs that trained him cannot be established within 18 months of his transfer, the solidarity contribution shall be paid to the Association(s) of the country (or countries) where the Professional was trained. This solidarity contribution shall be earmarked for youth football development programmes in the Association(s) in question.*

*4. The Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annex”.*

12. The Appellant mainly accuses the prior instance to have misinterpreted and misused annex 5 article 2 par. 3 of the Regulations. The Appellant considers that the prior instance because in his opinion, this prior instance requested him to fulfil an additional condition which was not designated in the mentioned standard of the Regulation in order for a national association to be able to claim solidarity contributions, i.e. to prove that the player was effectively trained.
13. The Panel notes the following undisputed facts: that A.’s player passport contains several entries “no record found”; that he is a professional player, and that no club issued a claim for the currently claimed solidarity contribution and that the CBF has waited 18 months after the transfer of the player to claim the solidarity contribution to Benfica.
14. At the centre of the present dispute is the sentence contained in annex 5 article 2 par. 3 of the Regulations “... clubs that trained him ...”. On this matter, the prior instance emphasised that the Regulations would clearly and unambiguously request for the player to have been trained in football during the period of time in which no link between the professional player and any of the clubs that trained him could be established. As a result, the prior instance concluded that it would be 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 that the player has actually been trained in football during the relevant period of time, if it intended to claim part

of the solidarity contribution. Consequently, according to the prior instance, if an association is unable to demonstrate that the player was clearly trained in football by a club during the relevant period of time, the new club of the player would not be bound to pay any solidarity contribution for the period where no records were found (see numbers 15 ff of the decision appealed against).

15. First of all, the Panel declares that the wording of the standard of annex 5 article 2 par. 3 of the Regulations is ambiguous when being regarded on its own. Hence, the Panel cannot do otherwise than interpret the said position in order for it to make sense regarding the solidarity mechanism of the Regulations (teleological interpretation).
16. Primarily, it has to be stated on account of the Appellant that it is the primary right of the apprenticing clubs to claim the solidarity contribution from the new clubs of the internationally transferred player. Furthermore, the Panel believes that only clubs that are linked to a national soccer association, which again is a member of the FIFA, are authorised to claim the solidarity contribution. This is due to the fact that only such clubs can refer to the set of rules of the FIFA and especially to the Regulations. On the other hand, this implies that clubs which are not associated with a national soccer association, and are thus not subject to the rules of the FIFA, are not entitled to claim the solidarity contribution. The representatives of the Appellant explained during the hearing that the Brazilian clubs associated with the CBF vehemently claim the accruing solidarity contribution, if necessary by means of specialised lawyers. For this reason, it rarely occurs that associated clubs fail to receive their solidarity contribution. In this context, the Panel declares that the prior instance did not face the question whether a club claiming solidarity contribution had to be associated with a national association (and the FIFA).
17. After what has been stated, the Panel declares, as an interim résumé, that the claim for solidarity contribution of a national association pursuant to annex 5 article 2 par. 3 of the Regulations is issued strictly subsidiarily. Thus, national associations are only legally entitled to claim the solidarity contribution if no affiliated club claims the contribution for itself. Prior to that, the associations merely possess an entitlement on the contribution.
18. In the scope of an international transfer, according to annex 5 article 1 of the Regulations, the club acquiring the player rights has to withhold a share of 5% of the agreed transfer amount, which has to be paid to those clubs that contributed to the training and education of the corresponding player in its earlier days. The exception of the training compensation (annex 4 of the Regulations) can be left apart for this matter. Hence, the aforequoted rule assumes that a player has been trained and educated after his 12 years old – without having to prove this. In this context, the Appellant uses the term “*legal presumption*”. In that respect, it is important to note that if the player is younger than 23, and is transferred during the term of his contract and a solidarity contribution is payable to his former clubs, the total deduction from the transfer compensation will be less than 5% (see DE WEGER F., *The Jurisprudence of the FIFA Dispute Resolution Chamber*, The Hague 2008, p. 136). The present dispute, however, deals with the total 5% of the transfer amount as the player A. has been transferred after completion of his 23<sup>rd</sup> birthday.

19. Pursuant to annex 5 article 1 of the Regulations, the new club of the transferred player will be acting as a kind of trustee for the clubs which trained the player in earlier years and which are now entitled to claim the solidarity contribution. This trusteeship amounts to (maximum) 5% of the transfer amount that has been held back in terms of the solidarity mechanism. Regarding the mentioned standard, the Panel subsequently declares that the club acquiring the player's rights does not have to make an additional payment to the transferring club if the solidarity contribution has – for whatever reason – not been claimed in its totality of 5%.
20. As shown before, the prior instance assumes that the CBF did not prove which club actually trained or educated the player in those periods in which the player passport of A. presents the entry "*no record found*". According to the prior instance, if this proof is not provided, the national associations do not have any right to claim solidarity contribution. Before the CAS, the Appellant has lodged a declaration of the player which fills the gaps in the player passport regarding the educating clubs. The Panel has no reason to doubt about the truth of this declaration. The general question arose as to whether the delayed submission of the mentioned declaration will have any influence on the outcome of the present proceedings or not. Hence, it is an explicit aim of the Appellant that a generally applicable award is passed in the present case.
21. In the appealed decision, the prior instance – as shown before – declares the following with regards to the proof of training and education: "*... it is an association's responsibility to demonstrate that no link could be established between a professional and a club but also give evidence for the player to have actually been trained in football during the relevant period of time ...*". The Panel finds this consideration of the prior instance contradictory. On one side, the Appellant is asked to provide the missing link between the player and the educating club(s). On the other side, the Appellant also has to prove that the player has been trained in the corresponding period. In this context, the prior instance uses the passive form of the verb "train" and thus implies that the player has been trained by a third party which, again, shall be a soccer club. Therefore, according to the Panel, the prior instance requests the proof of two facts which are mutually exclusive.
22. For the case provided in annex 5 article 2 par. 3 of the Regulations concerning the missing link between the Professional and any of the clubs that trained him, there is the following note (p. 131) in the FIFA comment on the Regulations for the Status and Transfer of Players (the "Commentary"): "*If the career of the player cannot be traced back to the age of 12, the amount for any "missing year" will be distributed to the association of the country where the player was registered and shall be used for youth development programmes*". This comment also contradicts the appealed decision. The only listed premise here is that the career of the player cannot be traced back until the age of 12. The quoted comment hence does not request any proof of an actual completed training during the missing years. Even the Panel believes that the national association does not need to provide proof of the training of an internationally transferred player during the missing years. As such missing years might already date back several years at the time of the claim of the solidarity contribution by the national association, it would be very difficult to provide the corresponding proof and the standard of annex 5 article 2 par. 3 of the Regulations would



barely be applicable in reality – to the detriment of the national associations and especially to the soccer youth promotion of these associations (see hereafter). Bearing all this in mind, the solidarity contribution is due for payment to the national associations without prior conditions, which is also the underlying principle of this rule. In fact, the question is not to compensate the former clubs for their training of the transferred player, but rather to make the association of that country (or directly its youth promoting program) benefit from the transfer payments as it participated in the training of an internationally successful soccer player. The wording highlighted in the decision by the prior instance “... *that trained him* ...” in annex 5 article 2 par. 3 of the Regulations can, in the opinion of the Panel, only refer to existing clubs, which are members of the national association.

23. Therefore, annex 5 article 2 par. 3 of the Regulations has to be interpreted in such a way that the national association can only claim solidarity contribution if the corresponding player cannot be linked to a club which is a member of the association, and also in the case that the associated club does not claim the solidarity contribution within 18 months after the transfer of the player. Only those associated clubs which took part in the training of the player have to provide proof of the training in these clubs. To sum up, the national association will be granted the right to receive the solidarity contribution in the following cases:

Case 1: An associated club fails to claim the solidarity contribution to the acquiring club within 18 months following the transfer of the corresponding player. In such a case, the national association subrogates into the right of the associated clubs and derivatively gains the right to receive the solidarity contribution. In reality, this case will constitute the exemption as, for understandable reasons, the associated clubs will claim the contribution themselves;

Case 2: A club which is not associated or a different training centre for soccer participates in the training of a later internationally transferred player. In this case, the right for solidarity contribution rises primarily for the national association as the organisation training the player has no immediate right to receive the solidarity contribution due to fact of not being a member of a national association and therefore the FIFA. The Panel believes that this case will be most common in practice.

24. The declaration submitted by the player A. together with the appeal brief of 8 January 2009 proves that, in regard to the “*missing year*”, A. has been trained by the amateur club Grêmio Maringá. According to statements made by the representatives of the Appellant, this club does no longer exist. Whether this club was member of the CBF or not was not clarified during the hearing but may also be left open compliant with the already mentioned facts. In any case, the CBF was entitled to claim the requested solidarity contribution as the matter falls into either the first or the second above-mentioned categories.
25. The aforementioned interpretation of annex 5 article 2 par. 3 of the Regulations is, according to the Panel, consistent with the purpose of the solidarity mechanism. In fact, the commentary states the following: “*The solidarity contribution has proven to be an efficient means to support grassroots football in particular*” (Commentary, page 129, number 6). The FIFA itself believes that “*grassroots football*” should be promoted in all its forms of appearance.

26. Last but not least, the rule of annex 5 article 2 par. 3 of the Regulations requires the association to make the solidarity contribution available “... *earmarked for youth football development programmes in the Association(s) in question*”. In other words, the solidarity contribution is to be earmarked for the soccer youth promotion. Due to reasons of practicability as well as the fact that annex 5 article 2 par. 3 of the Regulations does not request such a proof, the Panel does not think that the association claiming the solidarity contribution needs to prove the existence of such a youth promotion programme. The question however can remain open. The fact that the corresponding contributions are earmarked binds the national association to affect them, according to the Regulations, in favour of the youth promotion programmes. A use not corresponding to the purpose of the funds can be deemed to be an abstraction in legal terms according to the national legislation. In the present matter, the CBF has proved or at least substantiated that it leads a wide soccer youth promotion programme in Brazil. In other words, the Panel has no ground to believe that the solidarity contributions have not been or will not be implemented properly. In the end, it is for the FIFA, being the regulating organisation, to audit the corresponding books of the national associations or not.
27. According to the previous considerations, the Panel draws the conclusion that, in the present matter, the CBF has fulfilled all the requirements contained in annex 5, article 2, par. 3 of the Regulations. Hence, the Appellant is entitled to claim the part of the solidarity contribution from the Respondent that was classified as “*missing years*” (1 January 1992 until 19 November 1998) in the player passport of A. and which so far has not been claimed by a third party (see above). On basis of the transfer amount of EUR 3,500,000.00 and in accordance with annex 5 article 1 of the Regulations, this amount is calculated as follows:

1992 (season of 12th birthday)	5% (0,25% of total compensation)	EUR	8,750.00
1993 (season of 13th birthday)	5% (0,25% of total compensation)	EUR	8,750.00
1994 (season of 14th birthday)	5% (0,25% of total compensation)	EUR	8,750.00
1995 (season of 15th birthday)	5% (0,25% of total compensation)	EUR	8,750.00
1996 (season of 16th birthday)	10% (0,5% of total compensation)	EUR	17,500.00
1997 (season of 17th birthday)	10% (0,5% of total compensation)	EUR	17,500.00
January 1 to November 19 1998 (season of 18th birthday)	8,85% (0,443% of total compensation)	EUR	15,487.50
<b>Total</b>		<b>EUR</b>	<b>85,487.50</b>

28. Within the scope of its decision of 31 July 2008, the prior instance has granted the Appellant a solidarity contribution of EUR 23,330.00. As a consequence, the Appellant only claimed the remaining difference of EUR 62,157.50 at the CAS. Considering the above, the Appellant's claim is granted and the Respondent is ordered to pay the Appellant EUR 62,157.00.
29. In accordance with annex 5 article 2 par. 3 of the Regulations, the solidarity contribution shall be paid to the associations of the country in which the player has been trained, 18 months after the execution of the international transfer of a player. The Commentary (page 131, number 3) states in this regard: *"The association is entitled to claim the solidarity contribution as soon as 18 months have elapsed since the registration of the player for the new club"*. In other words, the solidarity contribution will be due following the expiration of the said 18 months. In accordance with the subsidiary applicable Swiss law, in particular article 102 par. 2 of the Swiss Code of Obligations (CO), the debtor of a due claim will only be given a notice of default by demand of the creditor and the interest of delay of 5% (article 104 par. 1 CO) only becomes due from the first day of the notification of default of the debtor. The date at which the Appellant reminded the Respondent for the first time, and hence gave him notice of default, is not obvious in the files of the procedure but can remain unclear as the Panel is not allowed to exceed the petition of the Appellant.

#### **The Court of Arbitration for Sport rules:**

1. The appeal filed by Confederação Brasileira de Futebol on 30 December 2008 is admissible.
2. The claim filed by Confederação Brasileira de Futebol on 30 December 2008 against Sport Lisboa e Benfica Futebol S.A.D. is granted.
3. Sport Lisboa e Benfica-Futebol S.A.D. is ordered to pay to the Confederação Brasileira de Futebol EUR 62,157.50 (sixty two thousand one hundred and fifty seven Euros and fifty cents), plus 5% interest per year counted as of 30 days from the reception of the present award by Sport Lisboa e Benfica-Futebol S.A.D.
4. (...)
5. (...)
6. All other prayers for relief are dismissed.