



IN THE DISCIPLINARY COMMITTEE OF THE GHANA FOOTBALL ASSOCIATION

Enforcement Case: No. E4 – 2020

IN THE MATTER OF NATHANIEL ASAMOAH VRS MEDEAMA SC AND IN THE MATTER OF THE ENFORCEMENT OF APPEALS COMMITTEE RULING DATED 2ND AUGUST 2020

PROCEEDINGS

In accordance with Article 56(3) of the Statutes of the Ghana Football Association (GFA), Article 15 of the GFA Disciplinary Code (2019), the Disciplinary Committee (hereinafter referred to as “the Committee”) considered the Appeals Committee Rulings, the Players’ Status Committee together with all the supporting attachments, the record of proceedings of the Players’ Status Committee and the various letters from the parties.

ENFORCEMENT OF APPEALS COMMITTEE RULING

The GFA Appeals Committee in its Ruling dated August 2, 2020 rejected Medeama SC’s appeal and upheld the earlier ruling of the Player’s Status Committee dated February 2, 2020. The Appeals Committee ordered Medeama Sporting Club (the Club) to pay its former player Nathaniel Asamoah (the Player) 40% of his transfer fee to Raja Casablanca as indicated in a “Transfer Agreement” between the Player and the Club. Per the decision of the Appeals Committee:

- a. the Club to pay the player an amount of Sixty Thousand United States Dollars as held by the Player Status Committee, and***
- b. Cost of GHc2,000.00 was awarded against Medeama SC in favour of Nathaniel Asamoah.***

The Player informed the GFA that since the Ruling was communicated to the parties, the Club has neglected or failed to pay the amount due to the player though the stipulated 14 days deadline had elapsed. This correspondence was forwarded to Medeama SC for their response and/or their compliance. On September 24, 2020, Medeama SC responded with a payment plan and same communicated to the player.

PAYMENT PLAN PROPOSED BY MEDEAMA SC

In a letter dated August 10, 2020, Medeama SC accepted the decision of the Committee. They however proposed a payment plan including the 40% due to Nathaniel Asamoah.

Medeama SC also attached a Commission Agreement between the Club and Mr Yaw Amponsah (LLM, Sports Law & Practice) of PHAR Partnerships and Mr. Emmanuel E. Mensah (Pinnacle Sports Management). According to that Agreement, the two individuals acted as Intermediaries for the transfer negotiations and the signing of the Player were entitled to a Commission of \$20,000 from the total transfer fee of \$150,000.

Below is the payment plan proposed by Medeama SC thereof:

Total Transfer fee	-	\$150,000
Deductions		
1. 10% ITC to GFA	-	\$15,000
2. Agency/Intermediaries	-	\$20,000
3. 20% Legal Fee	-	\$30,000
Total Deductions	-	<u>\$65,000</u>
Total Net transfer fee	-	<u>\$85,000</u>
Amount due to Medeama (60%)	-	\$51,000
Amount due to Nathaniel Asamoah (40%)	-	\$34,000

Consequently, the Club proposed to the total amount due to Nathaniel Asamoah in four installments starting from October 1, 2020.

RESPONSE FROM NATHANIEL ASAMOAH

In his response to the payment plan proposed by Medeama SC, Nathaniel Asamoah stated that:

1. There is no legislation in terms of the various regulations of FIFA and GFA that allows any deductions to be made from monies accruing to a player in the event of any transfer. Rather, the regulation of the GFA allows 10% of any monies accruing to a club (but not a player) to be deducted and paid to the GFA.
2. I was not privy to the “Commission Agreement” signed on the 25th August, 2015 between Medeama SC and Yaw Amponsah. Point 4 of the agreement which states inter alia “The parties agreed to keep the agreement highly confidential and refrain from discussing it with any third party including but not limited to the passengers being introduced,” shows clearly that it was an arrangement that only the two parties were bound by. This therefore means that the execution of the agreement cannot be extended to have any consequential effect of any 40% share of the transfer fee.

Moreover, Article 7(3)(c) of the FIFA Regulations on the Workings With Intermediaries was approved on the 21st March 2014 and took effect on the 1st April 2015, commission paid to intermediaries in such transfer transactions should not exceed three percent (3%) of the eventual transfer fee paid in connection with the relevant transfer of the player. This clearly explains why there was that strict confidentiality clause inserted in the agreement. I cannot accept any deduction made from my share of the transfer fee based on such agreement which is a blatant breach of FIFA regulation.

Furthermore, article 4 (3) of Annex 3 of FIFA Regulations on the Status and transfer of players enjoins clubs to provide certain compulsory data when creating instructions in the Transfer Matching System (TMS) which must include the Club’s intermediary’s name and Commission and this was not found in the FIFA connect when a search was made at the GFA during the sitting of the Players Status Committee of the GFA.

3. It is only fair and prudent that when two parties have interests in a particular commodity any transactions thereafter that involves a third party must receive the tacit approval of both parties. I am not aware of any legal fee charged in the transfer transactions and cannot accept any deductions more especially when all these things are coming up several weeks after the decision was taken by the Player Status Committee and was later upheld by the Appeals Committee of the GFA.
4. In the light of the above, I humbly appeal to your outfit to boldly apply the sanctions as enshrined in Article 15 of the Disciplinary Code of the GFA for failure to comply with decisions of bodies of the GFA by Medeama SC.

DISCUSSIONS

The Disciplinary Committee wishes to draw the attention of Medeama SC to the following provisions in the GFA Disciplinary Code (2019) concerning this matter to secure enforcement of the decision of the Player Status Committee which was confirmed by the Appeals Committee.

Article 15(1) of the GFA Disciplinary Code states as follows:

“Anyone who fails to pay another person (such as a player, a coach or a club) or GFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of GFA, CAF, FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee or an instance of GFA, CAF, FIFA or by CAS:

a) will be fined for failing to comply with a decision;

in addition: b) will be granted a final deadline of 14 days in which to pay the amount due or to comply with the non-financial decision;

c) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer could be imposed or served for any reason”.

The Committee agrees with the player that only the 10% for the GFA should be deducted from the Transfer Fee since the Player was not a party to the Commission Agreement. The two parties to the Commission Agreement cannot and should not be allowed to make financial burden of player without his consent and concurrence. Given the choice the player may object to the Intermediary or the fee and hence it is too late in the day to introduce the player to such a financial burden which was not argued before the Player’s Status Committee nor Appeals Committee.

The Committee notes that Medeama SC has paid the cost of GHc2,000.00 awarded in favour of Nathaniel Asamoah to the Association.

DECISIONS

After considering the above the Disciplinary Committee has decided as follows:

- 1. Pursuant to Article 15(1)(a) of the GFA Disciplinary Code, Medeama Sporting Club is hereby fined an amount of Three Thousand Ghana Cedis (GH¢3,000.00), for failing to comply with the decision of the Appeals Committee dated August 2, 2020. This fine is payable to the GFA on or before Friday, November 6, 2020.***
- 2. That this Committee shall ensure that the decisions contained in the Ruling of the Appeals Committee shall be fully executed. Consequently, the payment plan proposed by Medeama SC is herewith rejected.***
- 3. That Medeama SC shall pay 10% of the total transfer fee (US\$15,000) to the Ghana Football Association in accordance with the Regulations of the Association on or before Wednesday, November 18, 2020.***
- 4. Consequently, pursuant to Article 15(1)(b) of the GFA Disciplinary Code (2019), Medeama Sporting Club is hereby given a final deadline date of Wednesday, November 18, 2020 to pay the Player the total amount of Fifty Four Thousand United States Dollars (\$54,000.00).***
- 5. Pursuant to Article 15 (1)(c) of the GFA Disciplinary Code, failing of Medeama SC to obey Decision 3 and 4 herein, the following sanctions shall apply automatically:***
 - i. Medeama SC shall suffer a three (3) point deduction from the Club's accumulated points for each match played in the 2020/21 League season until full and final payment of the amount due the GFA and the Player.***
 - ii. Medeama SC shall suffer a transfer ban (both domestic and international) for a period of one (1) year, should Medeama SC fail to comply with the Decisions 3 and 4 above on or before or before December 18, 2020.***
- 6. That in accordance with Article 15(2) of the GFA Disciplinary Code, Medeama SC is hereby warned to comply with these Decisions strictly; failing which the sanctions threatened above shall be applied automatically by the Ghana Football Association (GFA).***



**Osei Kwadwo Adow, Esq.
Chairman, Disciplinary Committee
Wednesday, October 28, 2020**