



The

FIVB TRIBUNAL

herewith issues the following

DECISION

on the Request for Review of CF 56/2016 filed by

Fernanda Garay Rodrigues (“Claimant”)

represented by her Agent, Mr. Nivaldo Sanglard de Paula
Top Sports A.D.P. LTDA, Alameda do Ingá, 840 Sala 710, Ed. Saint Hilaire, Vale do Sereno, Nova Lima

vs.

Volleyball Club Dinamo Krasnodar (“Respondent”)

represented by Ms. Yana Dracheva,
Lawyer, Volleyball Respondent Dinamo Krasnodar
190, Krasnaya St., Krasnodar, Russia 350020

1. The Parties

1. The Claimant (also hereinafter the “Player”) is a professional volleyball player from Brazil.
2. The Respondent (also hereinafter the “Respondent”) is a professional volleyball Respondent with its legal seat in Krasnodar, Russia.

2. The FIVB Tribunal Panel

3. Article 19.1.5. of the FIVB Sports Regulations (hereinafter the “Regulations”) provides as follows:

“Cases before the FIVB Tribunal shall be heard by the Chairperson, provided that the amount in dispute does not exceed CHF 200’000 (two hundred thousand Swiss Francs). All other cases shall be heard by the Chairperson and two (2) other members of the FIVB Tribunal, appointed by the Chairperson. If one or more of the members is unavailable or ineligible due to reasons of conflict (see Article 20.4), the Chairperson shall appoint another member of the FIVB Tribunal. If the Chairperson is unavailable or ineligible due to reasons of conflict (see Article 20.4), he/she shall be replaced by the Vice-Chairperson.”

4. As the present dispute involves a claim for payment of a total of EUR 256,569.94, which exceeds the threshold of CHF 200,000.00, the FIVB Tribunal’s Chairperson shall decide the case with two other members pursuant to Article 19.1.5. of the Regulations. Because the Chairperson of the FIVB Tribunal was no longer sitting on the FIVB Tribunal when this case was initiated, the Vice-Chairperson of the FIVB Tribunal, Mr. Liu Chi from China, is acting Chairperson (hereinafter “Chairperson”) on the present case.
5. On 1 September 2016, the Chairperson appointed Judge Hussein Mostafa Fathy from Egypt and Lic. Carlos J. Beltran from Puerto Rico as members of the FIVB Tribunal Panel (hereinafter the “Panel”) for the present case.

3. Facts and Proceedings

3.1 Background Facts

6. The following facts are undisputed by the Parties:

7. On 31 October 2013, the Claimant and several other players signed an agreement (hereinafter “Agency Partnership Agreement”) to form Top Sports Administracao Commercial (hereinafter “The Agency”) and registered a limited partnership, the Agency, with the Brazilian authorities. Under the terms of the Agency Partnership Agreement, the Claimant appears to have an ownership share of 3/23 in the Agency.

8. On 1 July 2014, the Respondent and the Agency, represented by Ana Flavia Chritaro Daniel Sanglard (hereinafter the “Agent”), executed an agreement (hereinafter “Respondent/Agency Agreement”) in which the Respondent agreed to pay EUR 1,126,587 to the Agent in total in exchange for the Agency’s assistance in finding and signing a foreign player for the Respondent.

9. The Respondent/Agency Agreement provides the following in relevant part:

“2.1.3 To ensure signing by the Player of the Contract for sporting activity (hereinafter referred to as «the Contract») concluded with the Respondent. Herewith, the Agent shall ensure absence of claims on the part of third parties which may have an impact on invalidation of the Contract and may entail other negative consequences for the Respondent.

[...]

3.1 Total value of services of the Agent under the present Contract shall be equal to 1.126.587 Euros (one million, one hundred twenty-six thousand, five hundred eighty-six euros) and shall include all expenses of the Agent connected with rendering services under the present Contract, including expenses of the Agent (the Claimant) incurred in connection with settlement of obligations of the Player to third parties, including

payment of forfeit by him, except as otherwise explicitly provided by agreement of the parties.

3.2 The Parties hereby fix the following order of payment for rendered services:

1. Prior to August 1, 2014 – 90,000 (ninety thousand euros)
2. until October 30, 2014 – 129 573.25 (one hundred twenty-nine thousand five hundred seventy-three . 25 euros)
3. before November 30, 2014 – 129 573.25 (one hundred twenty-nine thousand five hundred seventy-three . 25 euros)
4. until December 30, 2014 – 129 573.25 (one hundred twenty-nine thousand five hundred seventy-three . 25 euros)
5. until January 30, 2015 – 129 573.25 (one hundred twenty-nine thousand five hundred seventy-three . 25 euros)
6. until February 28, 2015 – 129 573.25 (one hundred twenty-nine thousand five hundred seventy-three . 25 euros)
7. until March 30, 2015 – 129 573.25 (one hundred twenty-nine thousand five hundred seventy-three . 25 euros)
8. until April 30, 2015 – 129 573.25 (one hundred twenty-nine thousand five hundred seventy-three . 25 euros)
9. until May 30, 2015 – 129 573.25 (one hundred twenty-nine thousand five hundred seventy-three . 25 euros)”

10. On the same day, the Claimant and the Respondent concluded the “Sport Agreement” (hereinafter “Sport Agreement”) in which the Claimant agreed to provide her sporting services for the Respondent’s team in exchange for, among other benefits, compensation in the amount of EUR 900,000 net.

11. The Sport Agreement contains the following relevant provisions:

“2. SALARY:

900.000 € (nine thousand Euros) net any from taxes, subdivided in the following way:
112.500 € (one hundred and twelve thousand five hundred Euros), net from any taxes, on 25/10/2014);
112.500 € (one hundred and twelve thousand five hundred Euros), net from any taxes, on 25/11/2014);
112.500 € (one hundred and twelve thousand five hundred Euros), net from any taxes, on 25/12/2014);
112.500 € (one hundred and twelve thousand five hundred Euros), net from any taxes, on 25/01/2015);
112.500 € (one hundred and twelve thousand five hundred Euros), net from any taxes, on 25/02/2015);
112.500 € (one hundred and twelve thousand five hundred Euros), net from any taxes, on 25/03/2015);
112.500 € (one hundred and twelve thousand five hundred Euros), net from any taxes,

on 25/04/2015);
112.500 € (one hundred and twelve thousand five hundred Euros), net from any taxes,
on 25/05/2015);

2.1. BONUSES

- *Victory of Russian Championship: 50.000 € (fifty thousand euros), net from taxes;*
- *Victory of Russian Cup: 50.000 € (fifty thousand euros), net from taxes;*
- *Victory of CEV-Tournament: 50.000 € (fifty thousand euros), net from taxes;"*

12. On 1 October 2014, the Claimant and the Respondent executed a second contract for the Russian League (hereinafter "League Contract").

13. The League Contract contained the following relevant provisions:

"The salary shall be paid on a monthly basis in equal instalments in the following periods: on the 25th day of the payment month and on the 10th day of the month following after the payment month.

[...]

For the fulfillment of the obligations, stipulated in the employment agreement dated October 01st, 2014, the Employer shall pay to the Employee the remuneration in the net amount of - 6 250 (six thousand two hundred fifty) euro per month net. The aggregate amount of the Agreement constitutes the net amount of 50,000 (fifty thousand) euro.

[...]

"The following bonus payments are approved for the Employee:

- *1st place in the Russian Championship: 50,000 (fifty thousand) euro net;*
- *1st place in the European Cup: 50,000 (fifty thousand) euro net;*
- *1st place in the Russian Cup: 50,000 (fifty thousand) euro net;*

The bonus payments must be paid not later than 30 days after the end of the official competition of each volleyball seasons."

[...]

"The salary is paid in rubles. Of payroll accounted ruble exchange rate against the euro

on the last day of the billing month by CBR.” (sic)

14. On 27 August 2014, the Respondent remitted a payment of EUR 90,000 to the Agency;
15. On 4 December 2014, the Respondent remitted a payment of RUB 350,000, which is the equivalent of EUR 5,699, to the Claimant;
16. On 8 December 2014, the Respondent remitted a payment of EUR 129,573.25 to the Agency;
17. On 25 December 2014, the Respondent remitted a payment of RUB 416,416, which is the equivalent of EUR 6,780.83, to the Claimant;
18. On 29 December 2014, the Respondent remitted a payment of EUR 129,573.25 to the Agency;
19. On 30 December 2014, the Respondent remitted a payment of EUR 129,573.25 to the Agency;
20. On 16 February 2015, the Respondent remitted a payment of RUB 50,000, which is the equivalent of EUR 728, to the Claimant;
21. On 30 March 2015, the Respondent remitted a payment of EUR 129,573.25 to the Agency;
22. On the same day, the Respondent remitted a payment of EUR 129,573.25 to the Agency;
23. On the same day, the Respondent remitted a payment of RUB 426,938, which is the equivalent of EUR 6,247, to the Claimant;
24. On 29 April 2015, the Respondent remitted a payment of RUB 242,452, which is the equivalent of EUR 3,104, to the Claimant;
25. On 12 May 2015, the Respondent remitted a payment of RUB 25,000, which is the equivalent of EUR 320, to the Claimant;
26. On 27 May 2015, the Respondent remitted a payment of EUR 129,573.25 to the Agency;

27. After each payment of EUR 129,573.25, the Agency issued invoices for the payment. In all but the first invoice (which was a payment of the Agent's Commission), the description of services for the payment stated the following:

"CESSÃO DE DIREITO DE USO DE IMAGEM ATLETA FERNANDA GARAY TEMPORADA 2014/2015 pARCELA 02/08 REF A 129.573,25 EUROS"

Free English Translation:

"Assignment of the use of image rights of the Athlete Fernanda Garay Season 2014/15 Portion 02/08 Ref. 129,573.25 Euros"

28. The Claimant practiced with the Respondent and played in all of the Respondent's games during the 2014/15 season.
29. On 15 June 2015, the Agency sent the following email to the Respondent:

"olá Olihver, tudo bem?"

Estive conversando com a Fernanda e ela pediu para te enviar este email para entendimento de alguns pontos pendentes.

1) preciso saber sobre os pagamentos das parcelas 07 e 08 da temporada 2014/2015.

2) preciso saber também a respeito dos pagamentos dos prêmios dos campeonatos vencidos, Copa Russa e CEV Cup.

3) preciso saber sobre os salários de trabalho que devem ser pagos na Rússia e estão pendentes.

4) sobre a premiação 2° Lugar do mundial FIVB de Respondentes.

aguardo o seu retorno a respeito das pendências acima.

agradeço pela sua atenção.

grande abraço!”

Free English translation:

“Hello Olihver, are you okay?

I was talking to Fernanda and she asked me to send you this email to discuss some outstanding points.

1) I need to know about the payment of instalments 07 and 08 for the 2014/15 season.

2) I also need to know about the payment of bonuses for the championship, the Russian Cup, and the CEV Cup.

3) I need to know about the work wages to be paid in Russia and are outstanding.

4) About the bonus for 2nd place at the FIVB Respondent World Championships.

I await your reply regarding the pending issues above.

thank you for your attention.

big hug!”

30. After several follow-up emails from the Claimant, the Respondent provided the following reply on 24 August 2015:

“I hope you are OK

As you now now in Respondent changes and new General director just began to accept all work moments. I hope very soon I shell inform you about your questions next few days.” (sic)

31. On 7 October 2015, the Agency sent the following email to the Respondent:

“Directors team Dinamo Krasnodar!

The agency Ana Flavia Volleyball, representative of the athlete, Fernanda Garay, need to clarify some situations the Agreement Fernanda Garay / Dinamo Krasnodar, season 2015/2016.

- Athlete's Arrival in Krasnodar

a) The athlete can not get 07/10 because it does not have a valid contract yet;

b) The new contract is valid only after all payments are made regarding season 2014/2015 and 2015/2016 as shown below;

01) payment 07/08 (04/30/15) - Euro 129,573.25

02) payment 08/08 (04/30/15) - Euro 129,573.25

03) payment work Russia - Euro 50,000.00

04) awards CEV Cup - Euro 60,975.61 (50,000.00 excluding taxes)

05) awards Russian Cup - Euro 60,975.61 (50,000.00 excluding taxes)

06) payment 01/10 (08/10/15) - Euro 131,700.00

07) payment 01/02 (08/10/15) - Euro 40,000.00

08) payment 02/10 (09/10/15) - Euro 131,700.00

09) payment 02/02 (09/10/15) - Euro 40,000.00

10) payment 03/10 (10/10/15) - Euro 131,707.00

Total to receive: 774,512.35 Euros

c) The athlete can present himself to the Respondent 2 days after payments are made.

- The athlete is very concerned about this situation.

- We need to take an urgent decision on the explained above, as Fernanda Garay is a leading athletes of their position in the world and we have to solve the issue presented to the the athlete are not prejudiced for next season.

We look for the urgent return.

Certain of your understanding, thank you.” (sic)

32. On 30 October 2015, the Respondent sent its reply to the Claimant’s letter dated 7 October 2015. In the part of that letter relevant to the present dispute, the Respondent stated that it would pay the amounts owed for the 2014/15 season.
33. On 20 November 2015, the Claimant filed her complaint with the FIVB seeking the outstanding salaries owed from the Respondent.

3.2 The proceedings before the FIVB Tribunal

34. On 29 June 2016, the FIVB issued a decision in the present manner in accordance with Article 18.1.e. of the FIVB Sports Regulations (hereinafter the “Decision”), finding that the Respondent had to pay outstanding salaries in the amount of EUR 126,996.29 net and CHF 250 to the Claimant but dismissed the claim for the two outstanding salaries from the Club/Agency Agreement, which totalled EUR 129,573.25 gross (EUR 106,250 net).
35. On 13 July 2016, the Claimant filed her Request for Review with the FIVB and requested the account information to pay the handling fee.
36. On 13 July 2016, the FIVB Tribunal Secretariat acknowledged receipt of the Claimant’s Request for Review and informed it of the relevant account information. The FIVB Tribunal set a deadline of 22 July 2016 to pay the remaining amount or the Request for Review would be deemed withdrawn.
37. On 15 July 2016, the Claimant paid the handling fee.
38. On 19 July 2016, the FIVB Tribunal Secretariat acknowledged receipt of the Request for Review to the Parties and invited the Respondent to submit its Answer by no later than 9 August 2016.

39. At 9 August 2016, the Respondent filed its Answer to the Request for Review.
40. On 19 August 2016, the FIVB Tribunal acknowledged receipt of the Respondent's Answer and stated that no further submissions would be accepted unless otherwise requested by the FIVB Tribunal.

4. The Parties' submissions

41. The following section provides a brief summary of the Parties' submissions and does not purport to include every contention put forth by them. However, the FIVB Tribunal Judge has thoroughly considered all of the evidence and arguments submitted by the Parties, even if no specific or detailed reference has been made to those arguments in this section.

4.1. The Claimant's Request for Review

42. The Claimant was challenging the FIVB's decision to dismiss the claims under the Club/Agency Agreement.
43. She argued that the practice between the Parties was clear since the beginning of the relationship that the Respondent paid the Agent's commission and then the instalments under the Club/Agency Agreement.
44. Regarding the Decision's claim that the practice of the Parties was that the Agency was paid instalments under the Club/Agency Agreement, the Claimant pointed to the practice worldwide in volleyball through player contracts, which the Claimant respected, was that when clubs are unable to pay a player directly, they pay salaries to an agency in order to avoid creating a direct link between the player and the club. In the present case, the Claimant used Top Sport Agency as an intermediary in order to allow the Claimant to avoid double taxation.
45. In accordance with this practice, which is used by clubs around the world and, which also respects the laws of Brazil, the Claimant used the proper practice that would allow her to receive the net values through profit distribution as a partner of the Agency without being taxed again.
46. The Claimant's Request for Relief reads as follows and basically sought the two instalments under the Club/Agency Agreement:

“So we understand that this point should be reviewed in relation to ‘reject the request of the player for the two unpaid installments’. As the entity is used to protect the player’s rights, we would like to review, as the decision, or a legal way to receive what is due by the club to player.” (sic)

4.2. The Respondents’ Answer

47. The FIVB correctly refused to award the two instalments in question and the Decision was fully justified. The FIVB fully reviewed the evidence before it and came to the fair conclusion that the Claimant had no grounds to claim the two instalments totaling EUR 129,573.25.
48. The FIVB correctly found that the Claimant had transferred her image rights to the Agency, of which she was one of the partners. Payments related to the Claimant’s image rights were made to the Agency, not the Claimant individually. Awarding these amounts to the Claimant alone would violate the rights of the Agency’s other partners.
49. The Claimant did not bring any new arguments forward that had not already been reviewed by the FIVB in the first instance.
50. In conclusion, the Respondent submit the following:

“Considering the foregoing, in accordance with FIVB Tribunal Regulations, you are kindly requested to deny FernandaGarayclaim’s.” (sic)

5. Jurisdiction

51. The FIVB Tribunal Judge first has to examine whether he has jurisdiction to hear the present dispute. In order to do so, he has to look at the relevant provisions of the Regulations.
52. Article 19.2.1. of the Regulations reads, in relevant part, as follows:

“[t]he FIVB Tribunal is competent to decide financial disputes of an international dimension between Respondents, Claimants and coaches from within the world of volleyball [...]”.

53. Article 19.2.2. of the Regulations stipulates that the FIVB Tribunal can only resolve disputes:

“19.2.2.1. arising between the natural and legal persons/entities mentioned in Article 19.2.1.;

and

19.2.2.2 decided previously by the FIVB/ a Confederation or referred by the FIVB/ a Confederation to the FIVB Tribunal”

54. Article 19.2.3. of the Regulations grants the FIVB Tribunal the power to rule on its own jurisdiction.

55. Thus, in order for the FIVB Tribunal Panel to have jurisdiction over the dispute, it shall examine whether the conditions of both Articles 19.2.1. and 19.2.2. are satisfied.

56. The main dispute presently before the FIVB Tribunal involves a claim for payment by a Brazilian volleyball player against her former Russian club. The FIVB Tribunal finds that this portion of the dispute clearly qualifies as a financial dispute of an international dimension between a Claimant and a Respondent in accordance with the abovementioned Articles 19.2.1. and 19.2.2.1. of the Regulations.

57. Furthermore, the Request for Review at hand is made against the Decision, which was rendered by the FIVB. Therefore, the present Request for Review stems from a decision of the FIVB, and the Panel holds that Article 19.2.2. of the Regulations is also satisfied.

58. Based on the above, the conditions of Articles 19.2.1. and 19.2.2. are satisfied. Moreover, neither party contested the FIVB Tribunal’s jurisdiction to hear this case. Therefore, the FIVB Tribunal has jurisdiction over the abovementioned claims from the present Request for Review pursuant to the Regulations.

7. Discussion

7.1 Applicable Law

59. Under the heading “Law Applicable to the Merits”, Article 20.8 of the Regulations reads as follows:

“Unless otherwise agreed by the parties, the Tribunal shall apply general considerations of justice and fairness without reference to any particular national or international law (ex aequo et bono).”

60. Neither of the parties has contested the applicability of *ex aequo et bono* to the present dispute nor based their arguments on any national law. In light of the above, the FIVB Tribunal Judge will decide the issues submitted to it in this proceeding *ex aequo et bono*.

61. In substance, it is generally considered that an arbitrator deciding *ex aequo et bono* receives “*a mandate to give a decision based exclusively on equity, without regard to legal rules. Instead of applying general and abstract rules, he/she must stick to the circumstances of the case*”.¹

62. In light of the foregoing matters, the Panel makes the following findings.

7.2 Admissibility

63. Pursuant to Article 18.2 of the Regulations, any appeal against a decision of the FIVB must be filed within 14 days from notification of such decision. The Decision was notified to both parties on 29 June 2016. Hence, the time limit for appeal expired on 13 July 2016. Consequently, the Claimant’s Request for Review was timely filed, on 13 July 2016.

7.3 Findings

64. Having examined the evidence, the FIVB Tribunal Panel notes that neither party has contested that they validly concluded the relevant contracts, and that they both signed the contracts in question. The Panel notes that the structure of the financial arrangements between the Claimant, the Agency and the Respondent involves multiple contracts. It also notes that the Respondent does not contest (and did not file a Request for Review) related to the amounts awarded by the FIVB in the first instance. Thus, these amounts are not in controversy before the

¹ POUURET/BESSION, Comparative Law of International Arbitration, London 2007, No. 717, pp. 625-626.

FIVB Tribunal.

65. Rather, the only issue contested before the FIVB Tribunal is whether the Claimant is entitled to the final two image rights instalments totalling EUR 127,573.25 gross. In order to address this issue, the Panel must first examine the interplay between the various contracts signed by the Claimant, the Agency and the Respondent in order to provide a full picture of the employment relationship between the Claimant, the Agency and the Respondent. It will then examine whether the Claimant is entitled to claim the image rights requested under the Club/Agency Agreement.

7.3.1 Interplay between the contracts signed by the Claimant, the Agency and the Respondent

66. The Panel notes that the employment relationship between the Claimant and Respondent touches on four different contracts: 1) the Agency Partnership Agreement; 2) the Club/Agency Agreement; 3) the Sport Agreement and 4) the League Contract. The Panel has reviewed the Decision, which thoroughly examined the relationship between these contracts. It also notes that neither the Claimant nor the Respondent challenged the FIVB's rationale related to the interplay between these four contracts but merely the FIVB's determination that the Claimant could not collect the amounts under the Club/Agency Agreement on behalf of the Agency.
67. Thus, the Panel agrees with the FIVB's rationale in the Decision that the Club/Agency Agreement, the Sport Agreement and the League Contract were designed to create one payment obligation for the Respondent. This payment obligation was split into a EUR 6,250 net per month salary for the Claimant's playing services to be paid to the Claimant directly under the League Contract and a EUR 106,250 net per month payment for the Claimant's image rights to be paid to the Agency under the Club/Agency Agreement. These two payment obligations add together to equal the total payment obligation of EUR 112,500 net found in the Sport Agreement.
68. The above interplay is also reflected in the practice of the Parties through the implementation of the contractual terms. The payments made by the Respondent as well as the correspondence by the Claimant show that the three contracts relate to one overall obligation. The Claimant only sought EUR 129,573.25 from the Respondent rather than seeking substantially greater amounts if the Club/Agency Agreement and the Sport Agreement created two separate obligations.
69. As the Claimant asserts, this practice of splitting the image rights and sporting services is

common in the sports industry as well as in volleyball. The reason for splitting the overall obligation into two separate payments, one for salary and one for image rights, is to maximize the tax benefits for the Parties.

70. Consequently, the Panel finds that the Club/Agency Agreement, the Sport Agreement and the League Contract created one total obligation defined in the Sport Agreement and split into image rights payments and salary under the Club/Agency Agreement and the League Contract respectively.
71. The Panel also notes that the Agency Partnership Agreement is also relevant because it defines the ownership shares of the Agency, which is relevant for the next step of the analysis.

7.3.2 Can the Claimant claim the two image rights instalments owed on behalf of the Agency?

72. In essence, the Claimant's Request for Review is entirely based on the principle that the Claimant can claim the outstanding image rights payments on behalf of the Agency. She is essentially requesting that the Panel look through the partnership structure of the Agency and award the amounts directly to her.
73. First, the Panel notes that all of the image rights payments were paid by the Respondent to the Agency, not the Claimant directly. Thus, the practice was required in order for the Parties to receive the tax benefits that they sought as explained by the Claimant in her submission. The Claimant has failed to provide any evidence why the Panel should treat the payment obligation any differently now, i.e. why the Panel should now order that these image rights payments should be paid to the Claimant directly. The Claimant has not demonstrated, for instance, that the Agency assigned these amounts to the Claimant in her individual capacity.
74. Ultimately, the Panel finds that the Claimant made a choice to assign her image rights to the Agency. It is clear that it is the Agency claiming these amounts for tax purposes, not the Claimant. Thus, what the Claimant is essentially asking the Panel to do, is ignore the fact that the Agency is claiming the image rights payments before the tax authorities but view it as the Claimant, in her individual capacity, claiming these amounts when appearing before the FIVB. The Panel finds that the Claimant cannot have it both ways. It is clear from the intention of the Parties that the contractual relationship was set up so that the Parties could obtain the maximum tax benefits by having the Claimant assign her image rights to the Agency and that

the Agency would be the party claiming any payments related to those image rights. The Panel finds that it must respect the Parties' clear intent.

75. Additionally, the Panel also notes that the Agency has multiple partners and that the Claimant has only a 3/23 ownership share of the Agency. Consequently, a decision to award the image rights payments to the Claimant impacts more parties than the Claimant. These parties are not parties to the present proceeding before the FIVB Tribunal. The Panel finds that it cannot award payments to non-parties in a dispute before it. Moreover, if it were to award the requested image rights payments to the Claimant in her individual capacity, the other partners in the Agency would bear the risk of not being able to recover the shares from the Claimant.
76. Based on the above, the Panel finds that the Agency Partnership Agreement, the Club/Agency Agreement and the practice of the Parties demonstrate that the image rights payments are owed to the Agency, not the Claimant in her individual capacity. Consequently, it cannot award these payments to the Claimant in her individual capacity and must dismiss the Claimant's request to be awarded these amounts.

7.4 Costs

77. In its Decision, the FIVB ordered the Applicant to pay the full amount of costs of CHF 250 for the proceedings before the FIVB. This decision related to costs was not contested by the Applicant and, thus, is final.
78. Regarding the handling fee for the proceedings before the FIVB Tribunal, the Claimant did not succeed on its Request for Review. Consequently, no reimbursement shall be ordered.
79. Regarding legal fees in the present proceedings, the Panel notes that Article 20.10.2 of the Regulations allows for the Panel to award a contribution towards reasonable legal fees and expenses in connection with a proceeding before it. When determining the contribution, the Panel must take into account the outcome of the proceedings as well as the conduct and financial resources of the Parties.
80. Neither of the parties requested a reimbursement of fees or expenses. Consequently, the FIVB Tribunal Judge finds that the parties must bear their own fees and expenses, if any.

DECISION

81. For the reasons set forth above, the Panel decides as follows:

1. **The Request for Review filed by Ms. Fernanda Garay Rodrigues is dismissed.**
2. **The decision taken by the FIVB dated 29 June 2016 is upheld in full.**
3. **The Claimant Ms. Fernanda Garay Rodrigues bears the costs of the proceedings before the FIVB Tribunal.**
4. **Any other requests for relief are dismissed.**

Lausanne, seat of the proceedings, 7 September 2017.

Liu Chi

Vice-Chairperson of the FIVB Tribunal

Judge Hussein Mostafa Fathy
CAVB Member

Lic. Carlos J. Beltran
NORCECA Member