Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 26 May 2016,

in the following composition:

Thomas Grimm (Switzerland), Deputy Chairman
Johan van Gaalen (South Africa), member
Eirik Monsen (Norway), member
Wouter Lambrecht (Belgium), member
Zola Percival Majavu (South Africa), member

on the claim presented by the player,

Player A, country B,

as *Claimant / Counter-Respondent 1*

against the club,

Club C, country D

as *Respondent / Counter-Claimant*

with the club,

Club E, country B

as *Counter-Respondent 2*

regarding an employment-related dispute arisen between the parties

I. Facts of the case

1. On 2 February 2015, the player from country B, Player A (hereinafter: *player* or *Claimant/Counter-Respondent 1*) and the club from country D, Club C (hereinafter: *Club C* or *Respondent/Counter-Claimant*) signed an employment contract valid as from the date of signature until 30 November 2015 (hereinafter: *contract*) as well as an annex.

2. In accordance with the contract, the player was entitled to receive a monthly salary of 4,115,142 payable within the timeframe set by legislation of country D. According to the player, in accordance with labour law of country D, salary was payable until the 10th day of the following month.

3. According to the annex, Club C undertook to pay the player an accommodation allowance of 150,000 per month during 6 months as well as a lump sum of 6,105,000 by no later than 15 April 2015. Furthermore, in accordance with the annex, Club C undertook to provide the following air tickets to the player: 1 x Country B-Country D, 1 x Country D-Country B-Country D, and 1 x Country D-Country B.

4. By letter dated 16 April 2015, the player put Club C in default of payment of the aforementioned lump sum setting a time limit until 20 April 2015 to pay.

5. On 16 and 20 April 2015, the player protested in writing against Club C's decision to transfer him from the first team to Club C's reserve team, which he considered to be a breach of contract, and he asked the club to comply with the contract otherwise he would submit a claim in front of FIFA's Dispute Resolution Chamber (DRC).

6. On 14 and 26 May 2015, the player put Club C in default of payment of the aforementioned lump sum, his April salary, the accommodation allowance for May and reminded Club C of its alleged breach of contract by transferring him to the reserve team, setting 31 May 2015 as a final time limit for Club C to comply with its obligations.

7. On 1 June 2015, the player terminated the employment contract in writing. In his notice of termination, the player highlighted that the situation had gotten worse and that Club C had still not complied with its contractual obligations.

8. On 24 June 2015, the player and the club from country B Club E (hereinafter: *Club E* or *Counter-Respondent 2*) signed an employment contract valid as from 1 July 2015 until 30 June 2018, in accordance with which the player was to receive a monthly salary of EUR 3,000.

9. On 30 July 2015, the Single Judge of the FIFA Players' Status Committee authorised the Football Association of country B to provisionally register the player with Club E.

Claim of the player against Club C:

10. On 26 May 2015, with a subsequent amendment on 19 June 2015, the player lodged a claim against Club C before FIFA asking that it be established that he terminated the contract with just cause and that Club C be ordered to pay him the following monies:
    a. 6,105,000 – lump sum due by 15 April 2015;
    b. 32,921,136 – salary as from April until November 2015;
    c. 300,000 – accommodation allowance for May and June 2015;
    d. EUR 3,600 – alleged value of 2 air tickets Country B-Country D and 2 air tickets Country D-Country B;
    e. Legal expenses.

11. The player alleges that, on 14 April 2015, Club C asked him to waive his right to the lump sum payment adding that in case of refusal he would not receive it nor any further salary payment, that he would be demoted to the reserve team and expelled from Club C's accommodation.

12. According to the player, after his refusal to waive his rights, he was demoted to the reserve team on 16 April 2015, against which he protested in writing. Club C informed him that he would train with the reserve team and ordered him to attend additional individual training sessions.

13. The player holds that Club C had no contractual right to proceed as such and that such decision was not based on professional reasons, such as performance or bad attitude in training. He adds that the reserve team consists of amateur players competing in the amateur league, whereas he is a professional player.

14. The player further maintains that following his refusal to waive his right to the lump sum payment, he was no longer paid his monthly remuneration and expelled from Club C's accommodation.

Club C's response to the player's claim:

15. Club C, for its part, fully rejects the player's claim highlighting that the player had not presented any evidence in support of his allegations.

16. In this respect, Club C further refers to its position as outlined in its claim against the player (see number I./28. below) and denies that the player had to train alone. It further denies any pressure on the player in respect of any contractual payments.

17. Club C stresses that the player had no just cause to unilaterally terminate the employment contract on 1 June 2015 for the following reasons:

    a. The *"temporary assignment for the reserve team"* does not constitute a valid reason for the termination of the contract. This is a usual working process in Club C in order to improve the level of professional skills and is not prohibited by the employment contract.
    b. The lump sum was paid by Club C on 5 June 2015, i.e. within a reasonable time limit and within 10 days of receipt of the player's default notice of 26 May 2015, acting in good faith and aiming to save the employment relationship.
    c. There is no persistence or repetition in non-payment of salary, although the bonus was not paid in timely manner.
    d. The player had never before warned Club C that he had the intention to terminate the contract due to a delay in the bonus payment and the player had not granted Club C a "rational" time limit to pay.
    e. Club C paid the April salary, due as of 10 May 2015, on 4 June 2015 and it highlights that the player failed to inform the DRC of the payments made by Club C.
    f. A one month delay in salary payment is no just cause to unilaterally terminate the contract.
    g. The player has not provided evidence for the other payments claimed and thus are not due and cannot be considered.

18. Club C summarizes that it had been in delay of one salary payment for two weeks and one "simultaneous" payment, equalling 1,5 salary, when the player put Club C in default on 26 May 2015, after which it paid the debt within 10 days being guided by art. 12bis of the Regulations.

19. According to Club C, the player, however, left the club and negotiated a new contract with Club E.

20. Should it be established that the player had just cause to terminate the contract, Club C highlights that the player failed to request compensation for breach of contract, as a result of which he would only be entitled to receive remuneration until the day on which he terminated the contract, bearing in mind that the April salary and "sign-on bonus" had already been paid. Therefore, he would only be entitled to the May salary as well as 1 day of June 2015, totalling 4,252,313. According to Club C, the player's request for salaries beyond the date of termination is irrelevant since there was no longer an employment relationship.

21. Club C stresses that any financial award in favour of the player beyond the date of termination of the contract would be *ultra petita.*

Claim of Club C against the player and Club E:

22. On 30 July 2015, Club C lodged a claim against the player and his new club, Club E, maintaining that the player unilaterally terminated the employment contract without just cause and therefore is liable to pay compensation for breach of contract in the amount of 59,984,704 in joint liability with Club E.

23. The amount of compensation was detailed by Club C as follows:
    a. 24,930,852 - residual value (6 months) of the contract;
    b. 9,213,000 - non-amortised expenses relating to the hiring of the player (transfer fee of 9,250,000 paid to the previous club plus 6,105,000 "signing-on fee" paid to the player / 10 months * 6 months);
    c. 24,930,852 - additional compensation of 6 months' salary with regard to the specifity of sport taking into account that the player left during the season right before important matches, which Club C lost.

24. Club C further asks that sporting sanctions be imposed on the player and that the latter bears the costs of the proceedings.

25. Club C holds that, on 14 April 2015, the player was placed in the reserve team for a period of 10 days and that, as of 24 April 2015, he continued his training with and played several matches for the first team.

26. Club C further asserts that the player left after his termination of the contract and before the most important matches of the championship, which it lost.

27. In addition, on 5 June 2015, Club C informed the player that he had no just cause to terminate the contract and that he should return to Club C. On 30 June 2015, Club C was informed by its Association of the international transfer certificate (ITC) request in order to register the player with Club E.

28. Club C holds that the player had no just cause to unilaterally terminate the employment contract on 1 June 2015 for the following reasons:

    a. The temporary assignment of the player to the reserve team was for reasons linked to his fitness and instable performance. It is within the competence of the coach to take such decision and cannot be invoked by a player as a just cause for breach of contract, especially if: it is a temporary measure, if he is being paid his full wage, if there are adequate training facilities for the player, the contract does not prohibit the player's participation in the reserve team, he never trained alone. According to Club C, all of this applies in the present matter.

b. The outstanding remuneration and the delay in payment were not substantial, i.e. a 6 weeks' delay in payment of the "signing bonus" (due 15 April 2015 and paid on 5 June 2015 and 3,5 weeks delay in 1 salary payment (due 10 May 2015 and paid on 4 June 2015). The player did not provide evidence for the additional amounts claimed for rent and air tickets and thus these amounts cannot be taken into consideration.
c. In addition, the player's default notice did not contain any warning of contract termination.

29. In this respect and referring to Swiss law, Club C purports that there was no breach of a severity which could justify the termination of the contract without prior warning and that the player has not met the requirements relating to the termination of a contract in accordance with the labour law of country D.

Player's reply to Club C's claim:

30. In reply to Club C's claim, the player insists that he had terminated the contract with just cause.

31. According to the player, his demotion to the reserve team was not for fitness reasons and he highlights that he was never informed that his performance in matches or training was not satisfactory. He stresses that he was in perfect shape when he was employed by Club C.

32. The player presumes that the coach's declaration presented by the club was fabricated for the purpose of the present matter and stresses that he was not informed that his demotion was temporary. He states having had individual trainings almost every day and that after his participation in matches he was put back in the reserve team.

33. The player insists that the problems arose the day before the bonus payment fell due, when he was asked to waive his right to the bonus under threats of demotion.

34. He further held that he was discriminated against being the only player who had not received the April salary and that the club expelled him from the accommodation as of 1 May and did not pay the rent after he found his own apartment. He further was forbidden entry to the club's facility to be with other players and have meals.

35. In addition, according to the player, the club orally proposed the mutual termination of contract, which he refused.

36. For all these reasons, the player holds that he had just cause to terminate the contract.

37. The player denies that he was negotiating with Club E pointing out that negotiations with Club E only started by the end of June 2015. According to the player, Club E was willing to accept the risk connected to his transfer, which resulted in a much lower salary being offered by Club E.

38. As regards the compensation claimed by Club C, the player refutes that Club C can claim compensation for replacement costs since he was forced to be with the reserve team and called up for 2 matches only. Furthermore, he deems that, hypothetically, the only damage incurred would be related to the compensation Club C undertook to pay in connection with his transfer to it.

Club E's reply to Club C's claim:

39. Club E, for its part, states that there were no ongoing negotiations with the player during his employment relationship with Club C and that it only learned about the player's termination of the employment contract via internet on 17 June 2015. The first contact with the player was made after 20 June 2015 and the employment contract was signed on 30 June 2015. Club E also stated that it offered a lower salary due to potential risks connected with his employment-related dispute with Club C.

40. Club E disagrees with the compensation calculation presented by Club C, in that any actual damage should be limited to the transfer compensation paid to the player's previous club, given that the club no longer was interested in his services.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) analysed whether it was competent to deal with the matter at hand. In this respect, it took note that the present matter was submitted to FIFA on 26 May 2015. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2015; hereinafter: *Procedural Rules*) are applicable to the matter at hand (cf. art. 21 of the Procedural Rules).

2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 in combination with art. 22 lit. b of the Regulations on the Status and Transfer of Players (edition 2016) the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player from country B, a club from country D and a club from country B.

3. Furthermore, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (edition 2016), and considering that the present claim was lodged on 26 May 2015, the 2015 edition of said regulations (hereinafter: *Regulations*) is applicable to the matter at hand as to the substance.

4. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation submitted by the parties. However, the Chamber emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for the assessment of the matter at hand.

5. In addition, the Chamber highlighted that the claim of the Player A against the Club C and the claim of the Club C, against the Player A and the Club E have been merged into a single procedure, which is presently in front of this Chamber for its consideration and decision.

6. The Chamber, first and foremost, acknowledged that the Claimant/Counter-Respondent 1 and the Respondent/Counter-Claimant were contractually bound by an employment contract, which was signed on 2 February 2015 and valid as from the date of signature until 30 November 2015, as well as an annex.

7. The Claimant/Counter-Respondent 1 maintained that he terminated the employment contract with just cause on 1 June 2015 due to the alleged non-fulfillment by the Respondent/Counter-Claimant of its contractual obligations, in particular due to his demotion to the reserve team and the non-payment of his remuneration, even after having put Club C in default. Therefore, according to the Claimant/Counter-Respondent 1, the Respondent/Counter-Claimant shall be held liable to pay compensation for breach of contract in addition to outstanding remuneration.

8. The Chamber noted that the Respondent/Counter-Claimant, for its part, rejected the claim put forward by the Claimant/Counter-Respondent 1. According to the Respondent/Counter-Claimant, the Claimant/Counter-Respondent 1 has terminated the employment contract without just cause arguing *inter alia* that the player's assignment to the reserve team does not constitute a valid reason to terminate the contract and that the outstanding remuneration at the time of the termination was not substantial. The Respondent/Counter-Claimant further held that the Claimant/Counter-Respondent 1 failed to previously warn it of his intention to terminate the contract in the event of non-payment. Therefore, the Respondent/Counter-Claimant maintained that the Claimant/Counter-Respondent

1 is to be held liable to pay compensation for breach of contract in joint liability with the Counter-Respondent 2.

9. In continuation, the Chamber took into account that the Claimant/Counter-Respondent 1 fully rejected the Respondent/Counter-Claimant's claim insisting that he terminated the contract with just cause. Furthermore, the members of the Chamber noted that the Counter-Respondent 2 equally rejected the claim of the Respondent/Counter-Claimant emphasizing that it had a first contact with the player on 20 June 2015 and that an employment contract was signed with him on 30 June 2015 only.

10. Considering the diverging position of the parties, the members of the Chamber highlighted that the underlying issue in this dispute was to determine as to whether the Claimant/Counter-Respondent 1 terminated the employment contract on 1 June 2015 with or without just cause. The Chamber also underlined that, subsequently, it would be necessary to determine the consequences for the party that was responsible for the early termination of the contractual relation with or without just cause.

11. In continuation, the Chamber proceeded with an analysis of the circumstances surrounding the present matter, the parties' arguments as well the documentation on file, bearing in mind art. 12 par. 3 of the Procedural Rules, in accordance with which any party claiming a right on the basis of an alleged fact shall carry the burden of proof.

12. Having said this, the members of the Chamber turned their attention to the reasons and circumstances invoked by the Claimant/Counter-Respondent 1 in order to justify his claim that he terminated the employment contract with just cause, which were rejected as being valid by the Respondent/Counter-Claimant.

13. According to the Claimant/Counter-Respondent 1, the Respondent/Counter-Claimant demoted him to the reserve team which consists of amateur players only, after he had refused to waive his right to the lump sum that fell due on 15 April 2015 in accordance with the annex. The Claimant/Counter-Respondent 1 emphasised that Club C had no contractual right to act accordingly and that his demotion was not based on professional reasons, such as performance or bad attitude. The Chamber noted that the Claimant/Counter-Respondent 1 protested in writing against his demotion multiple times and put the Respondent/Counter-Claimant in default in this respect between 16 April 2015 and 26 May 2015.

14. The Respondent/Counter-Claimant, however, deemed that a *"temporary assignment for the reserve team"* does not constitute a valid reason to terminate the contract and highlighted that the player was placed in the reserve team for 10 days only at the request of the head coach on 14 April 2015 for reasons linked to his fitness and performance. The members of the Chamber took note of the

relevant written request made by Club C's head coach, dated 14 April 2015, to Club C's director asking the latter to assign the player to the training practice of the reserve team for a period of up to 10 days.

15. The Claimant/Counter-Respondent 1, for his part, asserts that he was never informed that such measure was limited to 10 days or temporary only.

16. In this respect, the Chamber deemed that the contents of the document presented by the Respondent/Counter-Claimant in support of its position that the player's demotion to the reserve team was limited to 10 days only for the reasons indicated therein cannot be considered entirely objective, in light of the fact that said document was issued by a person employed by and thus close to the Respondent/Counter-Claimant. In addition, even if the demotion was to last for 10 days only, in fact, the player's demotion lasted for more than 1 month. Indeed, on 26 May 2015, the Claimant/Counter-Respondent 1 put the club again in default with respect to his demotion, which indicates that, at that moment, said demotion was still ongoing. Furthermore, the Chamber noted that there was no document on file demonstrating that the Claimant/Counter-Respondent 1 was informed by the Respondent/Counter-Claimant that the player's demotion was temporary only. In this context, the Chamber further highlighted that it has remained undisputed that the Respondent/Counter-Claimant has not reacted, prior to 1 June 2015, date on which the Claimant/Counter-Respondent 1 terminated the employment contract, to the various requests addressed by the Claimant/Counter-Respondent 1 to it between 16 April 2015 and 26 May 2015 in respect of his demotion to the reserve team.

17. From the above, the Chamber concluded that at the moment when the Claimant/Counter-Respondent 1 terminated the employment contract, he was still assigned to the reserve team without being aware of how long such status would last.

18. Having said that, the Chamber turned its attention to the remuneration which, according to the Claimant/Counter-Respondent 1, was overdue when he proceeded with the termination of the employment contract.

19. In this regard, the Chamber took into account that, in April and May 2015, the Claimant/Counter-Respondent 1 put the club in default of payment of the lump sum that fell due on 15 April 2015 as well as of his salary for April 2015 and the accommodation allowance for May 2015, setting 31 May 2015 as the final time limit in order to remedy the default. The members of the Chamber noted that, also in this respect, the Respondent/Counter-Claimant had not reacted to the relevant default notices prior to the date on which the Claimant/Counter-Respondent 1 terminated the employment contract, i.e. 1 June 2015.

20. The Chamber further took into consideration that the Respondent/Counter-Claimant stated having remitted the above-mentioned lump sum payment to the Claimant/Counter-Respondent 1 on 5 June 2015 and the April 2015 salary on 4 June 2015. The members of the Chamber duly took note of the documentation which was submitted by the Respondent/Counter-Claimant in this context, in accordance with which Club C remitted the total amount of 12,901,756 to the player in 3 instalments after the termination of the contract by the Claimant/Counter-Respondent 1. Consequently, the DRC concluded that the Respondent/Counter-Claimant had only proceeded with the relevant payments or reacted to the player's default notices after the termination of the contract by the Claimant/Counter-Respondent 1, which conduct was considered by the Chamber as unreasonable and does not at all validate the position of the Respondent/Counter-Claimant that it aimed to save the employment relationship with the player.

21. The DRC equally noted that the Respondent/Counter-Claimant held that the player did not provide evidence with respect to his claim pertaining to rent and air tickets. In this respect, the Chamber pointed out that in accordance with the annex, the Respondent/Counter-Claimant undertook to pay to the Claimant/Counter-Respondent 1 a monthly accommodation allowance of 150,000 during 6 months as well as 3 air tickets. Consequently, the members of the Chamber rejected the Respondent/Counter-Claimant's argument in this respect.

22. In continuation, the Chamber reverted to the argument of the Respondent/Counter-Claimant that the player's default notice did not include any intention of contract termination should payments not be made. In this regard, the Chamber established that such argument is not backed by DRC jurisprudence. More specifically, the DRC requires the party suffering from the counterparty's breach of contract to, at the least, provide said counterparty with an opportunity to remedy a breach of contract. Should the breach be remedied accordingly within the deadline set in the relevant default notice, the termination of the contract would likely not occur. Hence it is, in the Chamber's view, not compulsory to include a warning of termination of the contract in a default notice.

23. At this point, the Chamber wished to highlight once more that the Claimant/Counter-Respondent 1 put the Respondent/Counter-Claimant multiple times in default in the period between 16 April 2015 and 26 May 2015 and that the latter had not reacted to such default notices prior to the termination of the contract by the Claimant/Counter-Respondent 1 on 1 June 2015.

24. Having established all of the above, the Chamber concluded that at the moment when the Claimant/Counter-Respondent 1 terminated the employment contract, said lump sum payment, the April salary as well as the accommodation allowance for May 2015 had been overdue without valid reason in addition to the circumstance that the player was still placed in the reserve team without having been informed of the remaining duration of such condition. In this regard, the

Chamber wished to emphasise that in light of the fact that the annex does not specify any particular due date, it was presumed that each of the 6 accommodation allowances of 150,000 fell due by the end of the relevant month.

25. On account of all the above, the members of the Chamber concurred that the Respondent/Counter-Claimant had failed to honour its contractual obligations towards the Claimant/Counter-Respondent 1 and that Claimant/Counter-Respondent 1 had founded reasons to assume that the Respondent/Counter-Claimant was no longer interested in his services. Consequently, taking into account the above considerations, the Chamber decided that Claimant/Counter-Respondent 1 had just cause to terminate the contract on 1 June 2015 and that the Respondent/Counter-Claimant is to be held liable for the early termination of the contract with just cause by the Claimant/Counter-Respondent 1.

26. Accordingly, the members of the Chamber decided to reject the claim of the Respondent/Counter-Claimant.

27. Prior to dealing with the consequences of the early termination of the employment contract with just cause by the Claimant/Counter-Respondent 1, the members of the Chamber decided that the Respondent/Counter-Claimant must fulfil its obligations as per the contract and the annex up until the termination of the contract in accordance with the general legal principle of "*pacta sunt servanda".*

28. Therefore, the Chamber decided that the Respondent/Counter-Claimant is liable to pay to the Claimant/Counter-Respondent 1 the remuneration that had fallen due at the time of the termination of the contract, *i.e.* the amount of 1,583.528, consisting of the lump sum payment of 6,105,000, salaries for April and May 2015 as well as the accommodation allowance for May 2015 minus the amount of 12,901,756, which was paid by Club C to the player after the termination of the contract. Regarding the request of the Claimant/Counter-Respondent 1 pertaining to 3 air tickets in accordance with the annex, the Chamber took into account that the player had not presented any documentation demonstrating that he had incurred the costs relating to 2 out of the 3 tickets during the contractual relation combined with the fact that none of the relevant default notices included any amount related to air tickets. Consequently, the Chamber considered that the Claimant/Counter-Respondent 1's claim for at least 2 out of the 3 air tickets had to be rejected.

29. Subsequently, the Chamber focused its attention on the calculation of the amount of compensation for breach of contract in the case at stake. In doing so, the members of the Chamber firstly recapitulated that, in accordance with art. 17 par. 1 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport

and further objective criteria, including, in particular, the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.

30. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contains a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

31. As a consequence, the members of the Chamber determined that the amount of compensation payable by the Respondent/Counter-Claimant to the Claimant/Counter-Respondent 1 had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable. Therefore, other objective criteria may be taken into account at the discretion of the deciding body.

32. The members of the Chamber then turned their attention to the remuneration and other benefits due to the Claimant/Counter-Respondent 1 under the existing contract and/or the new contract, which criterion was considered by the Chamber to be essential. The members of the Chamber deemed it important to emphasise that the wording of art. 17 par. 1 of the Regulations allows the Chamber to take into account both the existing contract and the new contract in the calculation of the amount of compensation.

33. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the monies payable to the Claimant/Counter-Respondent 1 under the terms of the employment contract and the annex as from its date of termination with just cause by the Claimant/Counter-Respondent 1, *i.e.* 1 June 2015, until 30 November 2015, and concluded that the Claimant/Counter-Respondent 1 would have received in total 24,840,852, i.e. 6 monthly salaries of 4,115,142 each and 1 accommodation allowance of 150,000, as remuneration had the contract been executed until its expiry date. Consequently, the Chamber concluded that the amount of 24,840,852 serves as the basis for the final determination of the amount of compensation for breach of contract in the case at hand.

34. In continuation, the Chamber verified as to whether the Claimant/Counter-Respondent 1 had signed an employment contract with another club during the relevant period of time, by means of which he was able to reduce his loss of income. According to the constant practice of the DRC, such remuneration under a

new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages.

35. The Chamber recalled that, on 24 June 2015, the player and the club from country B, Club E signed an employment contract valid as from 1 July 2015 until 30 June 2018, in accordance with which the player was to receive a monthly salary of EUR 3,000. This employment contract thus enabled the Claimant/Counter-Respondent 1 to earn an income of approximately 3,000,000, i.e. 5 months x EUR 3,000, during the relevant period of time.

36. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand as well as the general obligation of the Claimant/Counter-Respondent 1 to mitigate his damage, the Chamber decided that the Respondent/Counter-Claimant must pay the amount of 21,840,852 as compensation for breach of contract in the case at hand.

37. In addition and in the context of compensation for breach of contract, taking into account the relevant terms of the annex and the information provided by FIFA Travel, the Chamber decided that the Respondent/Counter-Claimant must pay to the Claimant/Counter-Respondent 1 the amount of Swiss Francs (CHF) 900 corresponding to the third air ticket Country D-Country B for the player's return home after the termination of the contract with just cause.

38. Moreover, the Dispute Resolution Chamber decided to reject the claim of the Claimant/Counter-Respondent 1 pertaining to legal costs in accordance with art. 18 par. 4 of the Procedural Rules and the Chamber's respective longstanding jurisprudence in this regard.

39. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further claim lodged by the Claimant/Counter-Respondent 1 is rejected.

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III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant/Counter-Respondent 1, Player A, is partially accepted.

2. The counterclaim of the Respondent/Counter-Claimant, Club C, is rejected.

3. The Respondent/Counter-Claimant has to pay to the Claimant/Counter-Respondent 1 outstanding remuneration in the amount of 1,583,528 within 30 days as from the date of notification of this decision.

4. The Respondent/Counter-Claimant has to pay to the Claimant/Counter-Respondent 1 compensation for breach of contract in the amount of 21,840,852 and the amount of Swiss Francs (CHF) 900 within 30 days as from the date of notification of this decision.

5. Any further claim lodged by the Claimant/Counter-Respondent 1 is rejected.

6. In the event that the amounts due to the Claimant/Counter-Respondent 1 are not paid by the Respondent/Counter-Claimant within the stated time limit, interest at the rate of 5% *p.a.* will fall due as of expiry of the aforementioned time limit and the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.

7. The Claimant/Counter-Respondent 1 is directed to inform the Respondent/Counter-Claimant immediately and directly of the account number to

which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

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Note relating to the motivated decision (legal remedy):

According to art. 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS **directly** within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne
Switzerland
Tel: +41 21 613 50 00
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For the Dispute Resolution Chamber:

Marco Villiger
Deputy Secretary General

Encl.: CAS directives