Decision of the
Dispute Resolution Chamber

passed in Zurich, Switzerland, on 18 August 2016,

in the following composition:

Thomas Grimm (Switzerland), Deputy Chairman
Joaquim Evangelista (Portugal), member
Johan van Gaalen (South Africa), member
Todd Durbin (United States of America), member
Zola Majavu (South Africa), member

on the claim presented by the player,

Player A, country B

as *Claimant*

against the club,

Club C, country D

as *Respondent*

regarding an employment-related dispute arisen between the parties

I. Facts of the case

1. On 13 August 2014, the player from country B, Player A (hereinafter; *the Claimant* or *the player*) and the club from country D, Club C (hereinafter; *the Respondent* or *the club*) (hereinafter jointly referred to as *the parties*) entered into an employment contract valid as of the date of its signature until 31 May 2015.

2. According to the contract, the Claimant was entitled to receive from the Respondent the total amount of EUR 1,300,000 broken down as follows:

    a. EUR 65,000 *"equivalent to 317,200"* as monthly salary payable at the end of every month;
    b. EUR 650,000 *"equivalent to 3,172,000"* as sign-on fee payable in two equal instalments of EUR 325,000 *"equivalent to 1,586,000"* on 15 September 2014 and 15 January 2015.

3. Moreover, clause 13.6 of the contract stipulated that the Claimant was entitled *inter alia* to the following bonuses:

    a. USD 1,000 corresponding to 3,670 for each goal scored;
    b. USD 500 corresponding to 1,835 for *"goal assistants"*;
    c. USD 30,000 corresponding to 110,100 if the club *"reach position 12th / 7th in the League"*.

4. Equally, clause 2.d provided that the Claimant was entitled to *"…two way airway ticket Business class for him and for his wife and three from his children to country B"*. Likewise, clause 2.e stated that the club was obliged to provide the player with a new car.

5. For its part, clause 13.2 stipulated *inter alia* that: *"i) if the player is absent from training without an acceptable reason, the amount of 17% of his monthly salary will be deducted for each day of absence…".*

6. In addition, clauses 2.g and 13.5 of the contract read respectively:

    a. "[The Respondent] *may terminate the contract at any time.* [The Respondent] *is committed in this case to pay* [the Claimant] *all and any amounts left to be paid on the contract until 31/05/2015"*.
    b. *"If the player want to terminate the contract before the end of the contract, he shall be required to pay the rest of the contract until 31/05/2015"*.

7. On 17 August 2014, the parties concluded an appendix to the contract, which in its article 2 provides the following: *"In addition to the value of the original*

contract, [the Respondent] *is obligated to pay the amount of EUR 300,000 to* [the Claimant] *on 15 March 2015"*.

8. Moreover, article 3 of the appendix stipulated that: *"The parties agreed to extend the duration of the contract for an extra season 2015/2016 with salary of EUR 1,500,000"* payable as follows:

    a. EUR 65,000 *"equivalent to 323,700"* as monthly salary to be paid at the end of every month;
    b. EUR 850,000 in two instalments of EUR 450,000 on 30 August 2015 and of EUR 400,000 on 1 January 2016.

9. Additionally, article 4.3 of the appendix reads as follows: "[the Respondent] *may terminate this contract appendix at any time.* [The Respondent] *is committed in this case to pay to* [the Claimant] *all and any amounts left to be paid on the contract until 31/05/2016".*

10. On 24 September 2015, the Claimant lodged a claim against the Respondent in front of FIFA for breach of contract requesting the total amount of *"EUR 3,409,533.03"* broken down as follows:

    a. 1,268,800 (4x 317,200, cf. point 2.a above) equivalent to *"EUR 309,985.32"* as outstanding salaries of February, March, April and May 2015;
    b. 586,000 equivalent to *"EUR 145,397.25"* as part of the payment due on 15 September 2014 (cf. point 2.b above);
    c. 1,586,000 equivalent to *"EUR 393,203.60"* as per the payment due on 15 January 2015 (cf. point 2.b above);
    d. EUR 300,000 as per the payment due on 15 March 2015 in accordance with the appendix (cf. point 7 above);
    e. *"EUR 158,203.76"* as outstanding salaries of August and September 2015 in accordance with the appendix (cf. point 8.a above);
    f. EUR 450,000 as per the payment due on 30 August 2015 in accordance with the appendix (cf. point 8.b above);
    g. 3,670 equivalent to *"EUR 909.87"* for a goal scored on 20 September 2014 (cf. point 3.a above);
    h. 3,670 equivalent to *"EUR 909.87"* for two assists made on 20 September 2014 (cf. point 3.b above);
    i. 110,100 equivalent to *"EUR 27,299.71"* as the club finished in 9th place of the league (cf. point 3.c above);
    j. 24,000 equivalent to *"EUR 5,951.27"* as costs for renting a car;
    k. EUR 5,975.39 as reimbursement of two flight tickets;
    l. EUR 1,032,115.29 as compensation for breach of contract in accordance with *"the provisions of the contract and the appendix"* and subsidiarly, EUR 1,100,000 in accordance with art. 17 of the FIFA Regulations;

m. EUR 500,000 as *"disciplinary sanction"*;
n. Sporting sanctions on the club;
o. Legal costs;
p. 5% interest on the outstanding amounts as of the due dates.

11. In particular, the Claimant explained that he was deregistered and sent to train with the U-21 team of the Respondent since February 2015 without any valid reason. Therefore, he was not allowed to participate in official matches with the club.

12. Moreover, the Claimant argued that the Respondent failed to pay his salaries of February, March, April and May 2015. In this respect, the Claimant, via his legal representatives, put the Respondent in default of payment on 24 March, 31 March, 16 April, 3 June, 9 July and 14 July 2015. However, the Respondent only replied on 2 June and 30 July 2015 in both letters requesting to be provided with a valid power of attorney. Moreover, via his letter of 31 March 2015, the Claimant also requested to be reregistered and to be reinstated with the first team.

13. In continuation, the Claimant argued that, while enclosing an authorization dated 20 May 2015 signed by the club's coach, the latter granted him permission to be absent from the club on holidays as of 20 May until 5 July 2015. The Claimant argued that upon his return, he was given a letter from the club whereby it informed him that he was not allowed to train neither with the first team nor with the U-21 team.

14. Consequently, the Claimant held that he had just cause to terminate the contract and that the club must be held liable for the consequences thereof.

15. As to the compensation for breach of contract claimed, the Claimant argued that the objective of clause 2.g of the contract and 4.3 of the appendix was to cover the damages caused to him in case the club would unilaterally terminate the contract. Therefore, the Claimant argued that said clauses should serve as basis in order to determine the payable compensation.

16. In its reply to the claim, the Respondent held that, *"in spite of the high expectations"*, the player performed *"very poorly"* scoring one goal in 14 matches only. In this respect, the Respondent stressed that, in view of the above, it decided to exclude the Claimant *"from the list of foreign players eligible to play in the league"* as of January 2015. Nevertheless, the Respondent asserted that the player's deregistration did not affect in any way his right to receive his salary and all other benefits provided in the employment contract. Therefore, no breach of the contract occurred following said deregistration.

17. The Respondent further explained that in March 2015, the player's agent contacted the Respondent claiming EUR 300,000 as per art. 2 of the appendix. In

this respect, the Respondent argued that the appendix was *"totally unknown to the chairman and the entire Board of Directors"*. The Respondent asserted that its former CEO had *"maliciously kept undisclosed"* said appendix form the club's Board of Directors which was also not registered with the Football Association of country D.

18. In this context, the Respondent stressed that it was very unusual that only 4 days after the conclusion of the employment contract, the parties would have concluded a document extending both, the duration of the employment relationship and the remuneration due to the player even for the first season.

19. As a consequence to the above, the Respondent argued, while enclosing documentation in this regard, that it filed a criminal complaint against its former CEO, the player's agent and the player for fraud.

20. Moreover, the Respondent explained that it also suspended the payments due to the Claimant *"suspecting he was a party of the conspiracy too"*.

21. In view of the above, the Respondent maintained that the appendix is not a valid contract and therefore, it is not obliged to pay any amount to the Claimant for the 2015/2016 season. In addition, the Respondent argued that all the sums due for the 2014/2015 season *"are in the process to be paid"*.

22. In continuation, the Respondent stressed that, in view of clause 13.2 of the contract, it imposed on the Claimant some fines due to his absence from several training sessions, namely, on 16 March 2015, 29 March 2015, 6 April 2015, 22 April 2015, 29 April 2015, 5 May 2015 and 11 May 2015. In this respect, the Respondent argued that the club's coach absence authorization presented by the Claimant was forged. In order to support its position, the Respondent enclosed some documents with the club's letterhead signed by its CEO and dated as mentioned, putting forward that the player had been absent from training with the U-21 team on the relevant dates. As a consequence, the Respondent asserted that the *"relevant sums"* have to be paid by the Claimant or must be offset with any sum that should be found due by the club to the player.

23. In his replica, the Claimant argued that he was never notified of the alleged criminal complaint lodged by the Respondent against him. What is more, the Claimant stressed, while enclosing certain documentation, that said complaint had already been archived.

24. Furthermore, the Claimant emphasized that the Respondent recognized his deregistration, as well as not having paid to him his salaries of February, March, April and May 2015 as per the contract.

25. As to the validity of the appendix, the Claimant stressed that the Respondent never questioned its existence. In this regard, the Claimant argued that the appendix was signed by the club's CEO at that moment, who was perfectly legitimized to sign it. In any case, the Claimant claimed that any potential fraud committed by the club's former CEO cannot be held against him. In this respect, the Claimant alleged that the non-registration of the appendix with the Football Association of country D cannot constitute a reason for its invalidity.

26. In order to support his position, the player asserted that the Respondent acquired an insurance policy for him valid for two seasons and that he trained with the club as of 7 until 16 July 2015, *i.e.* during the season 2015/2016.

27. As a consequence, the Claimant argued that the Respondent was perfectly aware of the existence of the appendix.

28. Finally, the Claimant explained that he never missed a training with the Respondent. In this respect, the Claimant argued that the alleged fines imposed on him were never notified to him and that, on the dates when he allegedly missed trainings, there were no training sessions held at all. In this regard, the player exposed that the day after a match, all the club's players had a free day and that all the dates mentioned by the club correspond precisely to days after a match.

29. As a consequence, the Claimant reaffirmed his claim in the following terms:

    a. EUR 309,985.32 as outstanding salaries as of February until May 2015;
    b. EUR 1,487,850.72 as *"other unpaid amounts of the contract and the appendix"*;
    c. EUR 920,000 as compensation for breach of contract;
    d. EUR 500,000 as disciplinary sanction.

30. In its rejoinder, the Respondent clarified that the criminal complaint against its former CEO, the player's agent and the player was settled on 17 December 2015 by means of an agreement signed with said CEO.

31. In this respect, the Respondent enclosed a settlement agreement whereby its former CEO recognizes, *inter alia*, the following:

    a. The appendix was signed neither with the authorization of the President of the club nor its Board of Directors;
    b. The appendix was not registered with the Football Association of country D.

32. As a consequence, the Respondent stressed that *"No validity can be acknowledged to the appendix (…) related to the season 2015/2016 and the club cannot be sanctioned just because one of its officer committed fraud".*

33. In view of the above, the Respondent requested for the Claimant's claim to be rejected.

34. After having been requested by FIFA, the Claimant informed that he did not conclude a new employment contract for the season 2015/2016.

II. Considerations of the Dispute Resolution Chamber

1. First, the Dispute Resolution Chamber (hereinafter also referred to as *the DRC* or *the Chamber*) analysed whether it was competent to deal with the matter at stake. In this respect, it took note that the present matter was submitted to FIFA on 24 September 2015. Consequently, the 2015 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*) is 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 and a club from country D.

3. Furthermore, the Chamber analysed which edition of the Regulations on the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, the Chamber 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 player's claim was lodged on 24 September 2015, the 2015 edition of the aforementioned regulations (hereinafter; *the 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, and entering into the substance of the matter, the Chamber started by acknowledging the above-mentioned facts as well as the documentation contained in the file. 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. First, the Chamber acknowledged that on 13 August 2014, the parties entered into a contract valid until 31 May 2015 and that on 17 August 2014, they concluded an appendix whereby the parties modified the financial aspects of the contract and extended their labour relationship *"for an extra season 2015/2016"*.

6. In continuation, the members of the Chamber took note of the claim of the Claimant who argues that the Respondent breached the contract without just cause as it deregistered him since February 2015 from the team and failed to pay him part of the amount due on 15 September 2014, the entire amount due on 15 January 2015 as well as his salaries of February, March, April, May, August and September 2015.

7. The Chamber further took particular note of the fact that on 24 March, 31 March, 16 April, 3 June, 9 July and 14 July 2015, the Claimant put the Respondent in default of the outstanding amounts and, via his letter of 31 March, asked for his reregistration.

8. The Chamber continued by acknowledging the position of the Respondent, which mainly argued that the appendix should not be considered as valid since it was fraudulently signed by the player, the player's agent and its former CEO. In this regard, the Chamber observed that, according to the Respondent, said appendix was neither disclosed to the club's Board of Directors nor registered with the Football Association of country D.

9. Furthermore, the Chamber noted that the Respondent did not dispute owing the salaries requested by the Claimant, however it argued that it suspended their payment *"suspecting* [the Claimant] *was a party of the conspiracy too"*. Equally, the Chamber noted that the Respondent recognized having deregistered the player as of January 2015.

10. Finally, the Chamber took note that the Respondent alleged having imposed certain fines on the Claimant for having missed some training sessions, fines which, according to the Respondent, must either be paid by the Claimant or offset against any remuneration granted to the latter.

11. With the above in mind, the DRC noted that none of the parties expressly terminated the employment relationship; however, the members of Chamber were of the unanimous opinion that, taking into consideration the allegations of the Claimant as well as the nature of the amounts requested by him, the Claimant considered having terminated the labour relationship between the parties by lodging a claim on 24 September 2015 in front of FIFA against the Respondent for breach of contract. In view of the above, the Chamber held that 24 September 2015 must be considered as the date of termination of the contractual relationship between the parties.

12. In view of the foregoing considerations, the Chamber deemed that the first issue which it needed to address was whether the relevant employment contract had been terminated by the Claimant with just cause and, in the affirmative, which would be the potential consequences of said termination. Thereafter, the Chamber considered that it would have to address the issue of the fines imposed by the Respondent on the Claimant.

13. Having said that, the Chamber first wished to point out that the labour relationship between the parties was governed by two different agreements, *i.e.* the employment contract and the appendix. In this respect, the Chamber recalled that the Respondent is disputing the validity of the appendix, which provided for some extra payments due to the Claimant as well as an extension of the labour relationship for the season 2015/2016. Therefore, considering that the termination of the contract occurred on 24 September 2015, the members of the Chamber were of the opinion that they first needed to establish the validity of the appendix as, in case the latter was found to be invalid, it would entail that the contractual relationship between the parties had ended after the 2014/2015 season.

14. Along those lines, the Chamber focused on the position of the Respondent and, in this respect, it was of the unanimous opinion that it does not stand. Indeed, the Chamber emphasised that it is undisputed that the appendix was signed on behalf of the club, by its then CEO. In this respect, the Chamber could not think of a more legitimized person to sign said appendix on behalf of the club. Moreover, and whilst referring to art. 12 par. 3 of the Procedural Rules, the Chamber concurred that the Respondent failed to present any evidence which would demonstrate that the player was aware of the situation outlined by the Respondent, let alone that he was part of the *"conspiracy"* reportedly orchestrated by the club's former CEO. Consequently, the DRC decided that, even if it would be determined that the Respondent's former CEO somehow breached his fiduciary duties towards the Respondent, this act cannot be held against the Claimant.

15. Furthermore, the DRC recalled its well-established jurisprudence which dictates that the validity of an employment contract cannot be made conditional upon the execution of (administrative) formalities, such as, but not limited to, the alleged non-disclosure of the appendix to the club's Board of Directors or its registration with the Football Association of country D.

16. On account of the aforementioned considerations, the Chamber unanimously decided that there is not a single reason for which the appendix should be considered invalid and therefore concluded that said document is legally binding on the parties. Consequently, the DRC established that the parties were bound by an employment contract until the end of the season 2015/2016 as provided for in the appendix.

17. Having established the above, the members of the Chamber proceeded to analyse the termination of the contract by the Claimant.

18. First, the Chamber referred to the Claimant's deregistration, which occurred, at the latest, in February 2015 and which lasted until the date of the termination of the contract. Along these lines, the members of the Chamber emphasised, as has been previously sustained by the DRC in previous decisions, that among a player's fundamental rights under an employment contract is not only his right to a timely payment of his remuneration, but also his right to access training and to be given the possibility to compete with his fellow team mates in the team's official matches. In this context, the DRC underlined that by refusing to register a player, a club is effectively barring, in an absolute manner, his potential access to competition and, as such, violating one of his fundamental rights as a football player.

19. Therefore, the Chamber established that the deregistration of a player constitutes, in principle, a material breach of the contract since it *de facto* prevents a player from being eligible to play for his club.

20. Equally, the Chamber highlighted that it is undisputed that, by the time of the termination of the contract, the Respondent had failed to pay to the Claimant part of the amount due on 15 September 2014, the entire amount due on 15 January 2015 as well as his salaries of February, March, April, May and August 2015 without any argument other than it suspended their payment due to the suspicion that the Claimant *"was a party of the conspiracy too"*, argument which cannot possibly constitute a valid reason in order not to pay the Claimant his outstanding remuneration. Even more considering that, as has been previously established, the Respondent completely failed to meet its burden of proof in this respect.

21. In light of all the above considerations, the Chamber came to the unanimous conclusion that the Claimant had just cause to terminate the contractual relationship binding it to the Respondent on 24 September 2015 and that, consequently, the Respondent is to be held liable for said early termination of the contract with just cause.

22. Bearing in mind the previous considerations, the Chamber went on to deal with the consequences of the early termination of the employment contract with just cause by the Claimant.

23. Before entering into the analysis of the amounts to be granted to the Claimant, the Chamber wished to stress that the contract and the appendix provided for the salaries of the Claimant in EUR and every amount to be granted to the player shall therefore be given in said currency.

24. Having said that, the members of the Chamber concurred that the Respondent must fulfill its obligations as per the contract and the appendix in accordance with the general legal principle of *pacta sunt servanda.* Consequently, the Chamber decided that the Respondent is liable to pay to the Claimant the remuneration that was outstanding at the time of the termination *i.e.* EUR 1,526,056.29 comprised of EUR 120,081 as part of the payment due on 15 September 2014 as per the contract, EUR 325,000 corresponding to the payment due on 15 January 2015 as per the contract, EUR 300,000 corresponding to the payment due on 15 March 2015 as per the appendix, EUR 450,000 corresponding to the payment due on 30 August 2015 as per the appendix as well as EUR 325,000 corresponding to the player's salaries of February, March, April, May, June and August 2015.

25. Moreover, concerning the claimed amounts of outstanding flight expenses, the Chamber acknowledged that the non-payment of these costs had not been contested by the Respondent, that the contract contains a clear provision in this regard and that the Claimant presented the relevant invoices demonstrating said expenses. As a consequence, the Chamber decided that the Claimant is entitled to receive flight expenses in the total amount of EUR 5,975.39.

26. In addition, taking into consideration the player's claim and its constant practice, the DRC decided to award interest on all the outstanding amounts at the rate of 5% *p.a.* as of the respective due dates.

27. Furthermore, and in relation to the amounts claimed by the Claimant as bonuses (cf. points I./2.g.h.i. above), the DRC concluded that the Claimant had not fully substantiated his claim with pertinent documentary evidence in accordance with art. 12 par. 3 of the Procedural Rules. That is, there is no supporting documentation relating to the Claimant's claim pertaining to outstanding bonuses. Consequently, the DRC decided to reject this part of the Claimant's claim. Equally, regarding the claim of the Claimant for costs for renting a car, in the absence of any monetary value in the contractual condition relating to rental car expenses, the Chamber had to reject this part of the Claimant's claim.

28. Having concluded the above, the Chamber turned its attention to the request of the Respondent in relation to the alleged fines imposed on the Claimant. In this regard, the Chamber recalled that the Respondent argues that the Claimant should be condemned to pay said fines or that they should be offset against any remuneration granted to the Claimant.

29. In this context, the Chamber noted that the fines imposed on the Appellant are based on clause 13.2 of the contract, which stipulates that *"i) if the player is absent from training without an acceptable reason, the amount of 17% of his monthly salary will be deducted for each day of absence…".* Moreover, the Chamber took note of the documentation presented by the Respondent in

support of its petition which only provides that the player was allegedly absent from trainings on certain dates and that therefore the relevant fines were imposed on the latter.

30. With the above in mind, the members of the Chamber were of the unanimous conclusion that the alleged fines were imposed in violation of the Appellant's right to be heard and therefore cannot be accepted. Indeed, the clause on which the fines are based clearly provides that *"if the player is absent from training without an acceptable reason…"* (emphasis added) a certain deduction of his salary would be applied. Along these lines, in the Chamber's view, from the documentation on file it is evident that the Claimant was never duly informed of the imposition of the relevant fines let alone granted the opportunity to explain the reasons for his alleged absences.

31. On account of the above, the DRC unanimously rejected the request of the Respondent in this regard.

32. In continuation, the Chamber decided that, taking into consideration art. 17 par. 1 of the Regulations, the Claimant is entitled to receive from the Respondent compensation for breach of contract in addition to any outstanding salaries on the basis of the relevant employment contract.

33. In this context, the Chamber outlined that, in accordance with said provision, 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 player 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.

34. In application of the relevant provision, the Chamber held that it first of all had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of breach of contract. Upon careful examination of the contract and the appendix concluded between the parties, the members of the Chamber took note that clauses 2.g and 13.5 of the contract read respectively *"*[The Respondent] *may terminate the contract at any time.* [The Respondent] *is committed in this case to pay* [the Claimant] *all and any amounts left to be paid on the contract until 31/05/2015"* and *"If the player want to terminate the contract before the end of the contract, he shall be required to pay the rest of the contract until 31/05/2015"*. Equally, the members of the Chamber observed that clause 4.3 of the appendix provided that *"*[the Respondent] *may terminate this contract appendix at any time.* [The Respondent] *is committed in*

this case to pay to the second party all and any amounts left to be paid on the contract until 31/05/2016".

35. The members of the Chamber unanimously concluded that they could not take such clauses into account in order to determine the payable compensation for breach of contract. Indeed, the clauses provided in the contract only foresee the payable compensation for the season 2014/2015, whereas the termination of the contract occurred in the season 2015/2016. What is more, the clause in the appendix establishes a scenario which did not occur as it was not the Respondent but the Claimant who terminated the contract in the matter at hand.

36. As a consequence, the members of the Chamber determined that the prejudice suffered by the Claimant in the present matter had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. In this regard, the DRC emphasised beforehand that each request for compensation for contractual breach has to be assessed by the Chamber on a case-by-case basis taking into account all specific circumstances of the respective matter, as well as the Chamber's specific knowledge of the world of football and its experience gained throughout the years.

37. With the aforementioned in mind, and in order to evaluate the compensation to be paid by the Respondent, the members of the Chamber took into account the remuneration due to the Claimant in accordance with the employment contract, along with the professional situation of the player after the early termination of the contract occurred. In this respect, the Chamber pointed out that the remaining value of the contract which was breached as from its early termination by the Respondent until its regular expiry amounts to EUR 985,000, comprised of the Claimant's salaries as of September 2015 until May 2016 (EUR 65,000 x 9) as well as the payment due on 1 January 2016 in the amount of EUR 400,000. The Chamber concluded that this amount shall serve as the basis for the final determination of the amount of compensation for breach of contract.

38. Furthermore, the Chamber noted that the Claimant did not conclude a new employment contract during the original period of validity of the contract which was terminated prematurely with just cause.

39. In view of all of the above, the Chamber decided that the Respondent must pay the amount of EUR 985,000 to the Claimant as compensation for breach of contract, which is considered by the Chamber to be a reasonable and justified amount.

40. Furthermore, the Chamber rejected the claim of the player as *"disciplinary sanction"* in the amount of EUR 500,000 as it lacks any contractual or regulatory basis.

41. Likewise, as regards the claimed legal costs, the Chamber referred to art. 18 par. 4 of the Procedural Rules as well as to its long-standing and well-established jurisprudence, in accordance with which no procedural compensation shall be awarded in proceedings in front of the Dispute Resolution Chamber. Consequently, the Chamber decided to reject the Claimant's request relating to legal costs.

42. Finally, the Chamber concluded its deliberations by establishing that any further claim lodged by the Claimant is rejected.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Player A, is partially accepted.

2. The Respondent, Club C, is ordered to pay to the Claimant, **within 30 days** as from the date of notification of this decision, outstanding remuneration in the amount of EUR 1,526,056.39 plus 5% interest *p.a.* until the date of effective payment as follows:

    a. 5% *p.a.* on the amount of EUR 120,081 as from 16 September 2014;
    b. 5% *p.a.* on the amount of EUR 325,000 as from 16 January 2015;
    c. 5% *p.a.* on the amount of EUR 2,803.78 as from 17 January 2015;
    d. 5% *p.a.* on the amount of EUR 65,000 as from 1 March 2015;
    e. 5% *p.a.* on the amount of EUR 300,000 as from 16 March 2015;
    f. 5% *p.a.* on the amount of EUR 65,000 as from 1 April 2015;
    g. 5% *p.a.* on the amount of EUR 65,000 as from 1 May 2015;
    h. 5% *p.a.* on the amount of EUR 65,000 as from 1 June 2015;
    i. 5% *p.a.* on the amount of EUR 3,171.61 as from 3 July 2015;
    j. 5% *p.a.* on the amount of EUR 450,000 as from 31 August 2015;
    k. 5% *p.a.* on the amount of EUR 65,000 as from 1 September 2015.

3. In the event that the amount plus interest due to the Claimant in accordance with the above-mentioned number 2. is not paid by the Respondent within the stated time limit, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.

4. The Respondent is ordered to pay to the Claimant, **within 30 days** as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 985,000.

5. In the event that the amount due to the Claimant in accordance with the above-mentioned number 4. is not paid by the Respondent 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.

6. Any further claim lodged by the Claimant is rejected.

7. The Claimant is directed to inform the Respondent, immediately and directly, of the account number to which the remittances are 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 article 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
Fax: +41 21 613 50 01
e-mail: info@tas-cas.org
www.tas-cas.org

For the Dispute Resolution Chamber:

Marco Villiger
Deputy Secretary General

Encl. CAS Directives