

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 16 November 2012,

in the following composition:

Geoff Thompson (England), Chairman

Carlos Soto (Chile), member

Mohamed Mecherara (Algeria), member

on the claim presented by the player,

Player D, from country N

as Claimant/Counter-Respondent 1

against the club,

Club N, from country E

as Respondent/Counter-Claimant

and involving the club,

Club T, from country N

as Counter-Respondent 2

regarding an employment-related dispute between the parties

I. Facts of the case

1. On 15 January 2010, Player D, from country N (hereinafter: *"the player"*) and the Club N, from country E (hereinafter: *"the club"*) entered into an employment contract (hereinafter: *"the contract"*) valid from 13 January 2010 to 30 June 2012.
2. According to the contract, the club agreed to pay/provide to the player, *inter alia*:
 - EUR 59,583 as the monthly salary until 30 June 2010;
 - EUR 65,000 as the monthly salary from 1 July 2010 to 30 June 2011. Salaries to be paid in arrears within the first week of the following month;
 - EUR 420,000 on 1 July 2010 as an advance payment corresponding to *"35% of the total contract value (1,200,00)"*;
 - EUR 65,000 as the monthly salary from 1 July 2011 to 30 June 2012. Salaries to be paid in arrears within the first week of the following month;
 - EUR 520,000 on 1 July 2011 as an advance payment corresponding to *"40% of the total contract value (1,300,000)"*;
 - A furnished villa, including utilities;
 - A car;
 - Children's school fees;
 - Family health insurance;
 - Eight round-trip business class tickets Dubai-Amsterdam-Dubai, per year; and
 - Several performance-based bonuses, including a *"bonus equal to the 1st team player bonus"* for official match victories.
3. Clause 9. A) of the contract stipulated that *"if the Player is absent from a training session without an acceptable reason, he will be fined EUR 5,000 per session."*
4. Clause 9. C) of the contract provided that, if the club terminates the contract unilaterally, it will be liable to pay *"the remaining amount of the contract"*.
5. Clause 9. D) of the contract stated that *"the [player] is writing to the [club] to terminate the contract because of the draft and just during the lifetime of the contract period. That he deserved the [club] as a result of a penalty clause for the [player] avoidance of the contract of (2,500,000) Euro: (2,500,000) for the Club. (500,000) for the Player."*
6. On 9 August 2010, the player notified the club of the unilateral termination of the contract, alleging just cause.
7. On 20 September 2010, the player signed an employment contract with the Club T, from country N

8. On 7 October 2010, the player filed a claim with FIFA against the club and requested payment of a total amount of EUR 3,027,037, plus 5% interest, as follows:

From 15 January 2010 to 30 June 2010

- EUR 59,583 in outstanding salaries;
- EUR 2,404 in outstanding match bonuses;
- EUR 15,200 for the reimbursement of flight tickets; and
- EUR 78,000 for "*other benefits*".

From 1 July 2010 to 30 June 2011

- EUR 780,000 as compensation for the amount of salaries owed for that period;
- EUR 420,000 for the unpaid advance payment;
- EUR 10,450 as reimbursement for flight tickets (submitting copy of the relevant invoice);
- EUR 19,000 as compensation for the value of the tickets to which the player was entitled;
- EUR 156,000 for "*other benefits*".

From 1 July 2011 to 30 June 2012

- EUR 780,000 as compensation for the amount of the salaries owed for that period;
- EUR 520,000 for the unpaid advance payment;
- EUR 30,400 as compensation for the value of the tickets to which the player was entitled;
- EUR 156,000 for "*other benefits*".

The player also requested reimbursement of his legal expenses.

9. According to the player, the club failed to pay him the salaries due for June 2010 and July 2010 (EUR 59,583 and EUR 65,000 respectively), as well as the advance payment which was supposed to have been made on 1 July 2010 (EUR 420,000) and bonuses relating to the club's matches of 10 April 2010 (currency of country E 3,750) and 2 May 2010 (currency of country E 7,500).
10. The player notified the club in writing of the outstanding payments and requested an explanation thereto on 8 July 2010 and 26 July 2010. According to the player, the club never responded.
11. In addition, the player claimed that he requested flight tickets for himself and his family on 27 July 2010 and that the club refused to entertain the request.
12. The player asserted that the club informed him orally that it was no longer interested in his services and that, on 12 July 2010, it invited him to start training with the club's reserve team as of 13 July 2010.
13. Furthermore, the player maintained that, at a certain point, he was also forbidden from joining the reserve team at their training camp and had to start training with the under-16 squad. In fact, the player informed the club, on 28 July 2010 that, in his view, he was not

being given the appropriate training conditions given the circumstances described above and, again, reminded the club of the outstanding payments.

14. The player pointed out that he always fulfilled his obligations and always had a professional attitude despite the club's conduct and that this was confirmed by the club's *"physical coach"*.
15. The player also claimed that the club proposed to solve the issue amicably and to make him an offer in writing no later than 3 August 2010, but that he never received any such offer.
16. The player further claimed that he was aware that the club had stated that he had agreed to a reduction of his salary and that he had signed three declarations to that effect. The player denied ever signing any declaration to that end or to have agreed to such a reduction.
17. Regarding the amounts claimed under *"other benefits"*, the player explained that he was entitled to: a furnished villa, which value he estimated as EUR 10,000 per month; a car, which value he estimated as EUR 2,750 per month; children's school fees at a private school, which he estimated as EUR 4,000 per year as well as health insurance for him and his family, which he estimated as EUR 5,000 per year). Therefore, he considered reasonable to set the value of these *"other benefits"* at EUR 156,000.
18. If the DRC were to decide that the club is not obliged to pay all of the amounts due under the contract until 30 June 2012, the player requested, on a subsidiary basis, payment of the advance payments due on 1 July 2010 and 1 July 2011 for the aggregate amount of EUR 940,000, plus 5% interest.
19. The club presented its response and also lodged a counter-claim. The club asserted that the player demonstrated a lack of professionalism during several training sessions and that it had repeatedly called on the player to comply with the club's regulations.
20. The club maintained that, on 12 July 2010, *"since the [player's] stance was not improving and it was having a negative influence on his team mates, he was suspended from attending the first team training sessions and pre-season training camp in country G. For this reason we asked him to train with the reserve team of the [club]."*
21. In addition, the club claimed that, in a meeting held on 25 July 2010, the player proposed to mutually terminate the contract because he was allegedly interested in signing for a country N club that had contacted him.
22. The club went on to explain that it had initially agreed on the mutual termination of the contract *"provided the country N club contacted the [club] in order to negotiate on a definitive transfer or loan agreement. Moreover, the [club] gave to the [player] its*

permission to travel to the country N in order to examine whether the country N club was truly interested in his services."

23. The club stated that the player had terminated the contract on 9 August 2010 and that on 16 August 2010 he was already training with Club T without any permission from the club.
24. The club maintained that the player did not have just cause to terminate the contract. With regard to the salaries of June and July 2010 which were allegedly due, the club stated that *"the mere determination the length of unpaid periods is insufficient to establish the existence of just cause in the sense of the FIFA Regulations on the Status and Transfer of Players."*
25. The club also stated that *"payment of the advance payment and the salary of July 2010 was related to the terms of the employment contract, merely one month late. His delay for due to the fact that this payment was an advanced payment made for the season 2010/11 and it was obvious that since the [player] had expressed his wish to leave, he was not due this amount if he was not registered for the [club] in that season."* The club thus claimed that it was more likely than not that the player would leave the club and that, as such, the advance payment was retained.
26. The club further stated that, as of 29 July 2010, the player refused to attend the training sessions without any valid reason to do so and that he was accordingly fined by the club for a total amount of EUR 50,000 (EUR 5,000 for each missing day). The club stated that *"due to the fact that as the outstanding amount of the salary of June was a mere EUR 59,583 that the total amount on sanctions would soon transcend the amount of due salary."*
27. With regard to requiring the player to train with the reserve team, the club claimed that this was not a valid reason to terminate the contract and that, according to the contract, the club was entitled to decide with which team the player should train. The club was of the opinion that the player was never prevented from performing his football activities.
28. The club further stated that, in any case, the termination of the contract was invalid because the player never sent a *"personally signed termination letter addressed to the club"* and because *"the termination of an employment contract is something personal that cannot be delegated to any third party"*. The club added that, in fact, the player's representative who signed the termination letter did not have any power of attorney. The club maintained that when it received a copy of the claim submitted by the player to FIFA, it realised that the power of attorney did not exist before 24 September 2010 and that, as such, the player was not validly represented when the termination letter was sent.
29. The club claimed that it tried to contact the player several times after the termination of the contract and to summon him for meetings in country E, without success. The club maintained, however that in the meantime, it had been made aware *"on or around 17 September 2010"* that the player had signed an employment contract with Club T.

30. The club therefore claimed that it tried to solve the matter amicably, but that the player ignored all his contractual obligations towards the club.
31. In light of the above, the club requested:
- That the player should be ordered to pay EUR 2,500,00, plus 5% interest as of 10 August 2010, as compensation for the unilateral termination of the contract without just cause, pursuant to clause 9. D) of the contract;
 - That sporting sanctions should be imposed upon the player and upon Club T for inducing the breach of contract;
 - Reimbursement for legal expenses incurred.
32. The player presented his response to the counter-claim and contested that he had ever behaved unprofessionally, even taking into account that the club had payments outstanding and had required him to train with the club's reserve team. Regarding the training with the reserve team, the player maintained that this was, in fact, a suspension imposed by the club given that he was the only player on the pitch for 16 days during the training sessions. The player further disputed that he ever missed a training session, including the one on 29 July 2010. The player also disputed ever being notified by the club regarding the fine for missing a practice session (cf. point I. 26 above). The player also stated that, in any case, there was no evidence regarding fines to the amount of EUR 50,000.
33. The player continued by pointing out that the club did not dispute that it owed him the salaries of June and July 2010, in the aggregate amount of EUR 124,583.
34. The player further rebutted the club's allegation that both the July salary and the advance payment due on 1 July 2010 were at all related to the following season or dependent on the condition of the player being under contract for the whole of the following season. The player stated, in addition, that even if he had been absent from training from 29 July 2010, which was allegedly not the case, that did not justify the non-payment of the amounts already due.
35. The player re-affirmed that his unilateral termination was valid and added that Club T's interest in signing him only arose around "*the middle of August 2010*". The player stated that, in fact, he never spoke with the country N club during the two weeks following the termination of the contract and that, contrary to what the club stated, he never proposed to mutually terminate the contract with a view to signing a contract with another club.
36. Club T submitted its position and stated that it "*is and was never aware of any "breach of contract" between [the player] and [the club]. If there is a breach of contract (Club T never received any evidence thereof), this is an exclusive matter between these two parties.*" Club T further claimed that it had never induced the player to commit any breach and only accepted a request from the latter to train with the club so that he could stay physically in

shape. According to Club T, this was the reason why the player started training with the club's second team and, only in September 2010, it decided to invite him to train with its first team. Club T concluded by stating that it was only on 13 September 2010 that it expressed its interest to enter into a contract with the player, which eventually occurred on 20 September 2010. Club T stated that both the player and his agent had confirmed that he was, by then, a free agent. Finally, Club T further stated that the employment contract with the player had been terminated in December 2010.

37. The club presented its final comments and essentially restated its position submitted with its initial response/counter-claim.
38. Regarding salary payments, the club acknowledged that a *"slight delay in arrangement for the salary payments"* had occurred, but that, in the course of the execution of the contract, the player *"on various occasions accepted such minor delays on behalf of the club."* The club further stated that *"never before the [player] had demonstrated its discontent in that respect and never expressed any objections."*
39. The club insisted that, in a meeting, the player announced his wish to leave the club and sign for a country N club and that he ceased to attend training as of 29 July 2010.
40. The club stated that there was an inconsistency in the player's allegations, given that he stated that the interest of Club T only arose in mid-August, but that he then stated that he started training with such club on 16 August 2010. The club claimed that, given that the termination notice was only filed on 9 August 2010, it was odd that it took only six days for Club T to decide to engage the player. The club also maintained that entering into negotiations with another club while the contract was in force was also an express violation of the player's contractual obligations.
41. Finally, the club stated that the player was invited to start training with the reserve team for *"certain reasons of disciplinary nature"*.
42. Club T presented its final position and, essentially, adhered to its initial allegations. Club T stated, however, that it had only initially granted the player access for training purposes and that this merely implied a simple authorisation and not a formal procedure, hence the reason why the player started training soon after the parties contacted each other. Club T denied emphatically that the parties had contacted each other earlier than mid-August.
43. The player submitted his final position and essentially restated his previous allegations. The player contested that the reason why he was no longer authorised to train with the first team was of a disciplinary nature. The player submitted that the club was no longer interested in him and had simply tried to demotivate him.
44. On 20 June 2011, the player informed FIFA that, after the termination of the contract, he had signed the following contracts:

- with Club T, valid from 20 September 2010 to 30 June 2011. Under this contract, the player was entitled, *inter alia*, to a “year salary” in the amount of EUR 200,000.
- with Club W, valid from 1 January 2011 to 30 June 2011. Under this contract, the player was entitled to, *inter alia*, USD 400,000 for the duration of the contract, *i.e.* USD 100,000 as a sign-on fee and USD 50,000 as monthly salaries).
- a second contract with Club W valid from 1 July 2011 to 31 May 2012. Under the contract, the player was entitled to, *inter alia*, EUR 750,000 for the duration of the contract, *i.e.* EUR 450,000 as a sign-on fee, plus EUR 25,000 as monthly salaries from 1 July 2011 to 30 November 2011; EUR 30,000 as monthly salaries from 1 December 2011 to 30 April 2012 and EUR 25,000 as monthly salaries from 1 May 2012 to 31 May 2012.

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 case at hand. In this respect, it took note that the present matter was submitted to FIFA on 7 October 2010, thus after 1 July 2008. Consequently, the Rules Governing the Procedures of the Players’ Status Committee and the Dispute Resolution Chamber (edition 2008; hereinafter: *Procedural Rules*) are applicable to the matter at hand (cf. article 21 par. 2 and 3 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 (edition 2010) 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 country N player and a country E club.
3. In this respect, the Chamber was eager to emphasize that contrary to the information contained in FIFA’s letter dated 9 November 2012, by means of which the parties were informed of the composition of the Chamber, the member Mr S and the member Mr G refrained from participating in the deliberations in the case at hand, due to the fact that the member Mr S has the same nationality as the player and that, in order to comply with the prerequisite of equal representation of club and player representatives, also the member Mr G refrained from participating and thus the Dispute Resolution Chamber adjudicated the case in presence of three members in accordance with art. 24 par. 2 of the Regulations.
4. Furthermore, the DRC analyzed which regulations should be applicable as to the substance of the matter. In this respect, the DRC confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (edition 2010) and also considering that the present claim was lodged in front of FIFA on 7 October 2010, the

edition 2010 of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

5. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the analysis of the substance of the dispute at stake. The members of the DRC first of all recalled that on 15 January 2010, the player and the club had entered into an employment contract set to expire on 30 June 2012.
6. In continuation, the Chamber acknowledged that, on 9 August 2010, the player's legal representative sent a letter to the club by means of which he communicated that the player had decided to terminate the contract. The DRC noted, in this respect, that the club does not dispute having duly received the aforementioned letter.
7. Notwithstanding the above, the members of the Chamber took due note of the club's view that the contract had not been validly terminated on 9 August 2010, because the termination letter signed by the player's legal representative had not been accompanied by the respective power of attorney. The Chamber, however, considered that the club's allegation in this respect is severally weakened by the fact that, on 23 and 28 August 2010, the club addressed two letters to the player, precisely through his legal representative, without any power of attorney having presumably been provided in the meantime.
8. Furthermore, the members of the chamber also considered important to point out that the club did not dispute having received the player's letters of 8 and 26 July 2010, by means of which he requested the club to pay him the amounts then outstanding and threatened terminating the contract in case of non-compliance. The DRC considered, therefore, that the contents of the letters of 8 and 26 July 2010 together with the clear wording of the termination letter of 9 August 2010 as well as the fact that the player immediately left the country demonstrate that the player had elected, in fact, to terminate the contract.
9. In light of the above, the members of the Chamber considered that the player had effectively put an end to the contract on 9 August 2010 and that, accordingly, the essential issue to assess in these proceedings is whether the player did have just cause or not to terminate the contract.
10. The members of the Chamber acknowledged, at this juncture, that the parties have completely divergent positions in this respect. In fact, while the player considers that he had just cause to unilaterally terminate the contract, the club, on the other hand, sustains that, not only did the player not have any just cause, but he was already in breach of contract at that point.
11. The Chamber noted that the player considers having had just cause to terminate the contract, based, mostly, on the fact that the club had allegedly failed to provide him with appropriate training conditions and had also failed to pay him the June and July 2010 salaries, as well as the advance payment due on 1 July 2010 (cf. point I. 2 above).

12. The DRC took note of the player's statement that the club had allegedly informed him that it was not interested in keeping him anymore and had invited him to start training with the club's reserve team as of 13 July 2010. The members of the Chamber further acknowledged the player's assertion that, subsequently, he was also forbidden from joining the reserve team at their training camp and had to start training with the under-16 squad.
13. The Chamber then reverted to the club's arguments in this respect and acknowledged the club's allegation that its decision had been motivated by the fact that the player had demonstrated a lack of professionalism during several training sessions and that it had failed to comply with the club's repeated requests to comply with the club's regulations.
14. In continuation, the DRC also took note of the club's statement that, having realised that the player's stance was not improving and was allegedly having a negative influence on his team mates, it decided to suspend him from attending the first team training sessions and the pre-season training camp in country G and instruct him to start training with the reserve team instead. In this regard, the members of the Chamber also acknowledged the club's position that, according to the contract, the club had the right to decide with which team the player should train and that he was never prevented from performing his football activities.
15. Having taken due note of the above, the Chamber referred to art. 12 par. 3 of the Procedural Rules, according to which any party deriving a right from an alleged fact shall carry the respective burden of proof. In this regard, the DRC pointed out, once again that the parties have antagonistic positions with regards to this alleged circumstance and that, in fact, each party firmly contests the allegations of the other party.
16. More importantly, the members of the Chamber wished to emphasize that neither party provided any hard evidence to support its own position, which could enable the DRC to reach a definitive conclusion on which version of the facts was more credible.
17. In light of the above, the DRC had no option other than to consider that it did not have enough information/evidence to be able to take a definitive stance on this matter and, accordingly, decided that it could not accept this circumstance as a valid just cause for the unilateral termination of the contract.
18. In continuation, the members of the DRC took due note that, according to the player, the club had failed to pay him the June and July 2010 salaries, as well as the advance payment due on 1 July 2010, in an aggregate amount of EUR 544,583.
19. The DRC also paid close attention to the letters sent by the player 1 on 8 and 26 July 2010, by means of which he requested that the club make the payment of the aforementioned amounts by a certain deadline.

20. The DRC then focused on the club's position and started by underlining that the club admits that the payments claimed were outstanding as a result of a "*slight delay*" in arranging for their payment. The DRC acknowledged the club's allegation that, notwithstanding the above, on various previous occasions the player had accepted minor delays in receiving payments and had never complained about such apparent practice, suggesting that this was a practice consented by the player.
21. In this respect, the Chamber considered important to remind the principle of *pacta sunt servanda*, according to which contract signed are to be strictly complied with by the parties thereto. In light of this, the Chamber pointed out that an essential obligation under an employment contract is for the employer to make payments in a timely manner. In this regard, the DRC was eager to emphasize that, not only did the Club not provide any evidence of the alleged tacit agreement of the player in receiving late payments, but, more importantly, it noted that, the fact that a creditor tolerates a delay in receiving a payment does not necessarily imply that he agrees with it or that he consented to it.
22. In continuation, the Chamber acknowledged the club's allegation that the advance payment was related to the following season and should only be due in case the player effectively played for the club in the following season. In particular, the club held that, because the player had allegedly made clear that he wished to leave, it decided to retain such payment.
23. The Chamber noted, first of all, that the allegation that the player had voiced his wish to leave was contested by the latter who stated that it was the club who had declared that it was no longer interested in the player. In this respect, the Chamber considered important to state, notably, that the club's suggestion that, at that time, the player had already decided to move to Club T and that, in fact, both parties had already being in contact for such purpose, had not been supported by any evidence. The Chamber also wanted to acknowledge that it had been provided by the club with a witness testimony confirming its version of the facts but noted that such testimony was provided by someone linked to the club and its evidentiary weight should, thus, be considered to be limited. In light of the above, the Chamber decided that, once again, no clear evidence had been provided by either party to support its respective allegations in respect of this particular matter.
24. Notwithstanding the above and despite agreeing that the terms of the contract did constitute evidence that the advance payment due on 1 July 2010 referred to remuneration for the 2010/2011 season, the members of the Chamber disagreed that such payment should only be due in case the player was to remain with the club for the following season.
25. In fact, the members of the Chamber emphasized, once again, that, according to the principle of *pacta sunt servanda*, contractual terms are to be strictly complied with and that, notably, payment deadlines must be observed. The Chamber highlighted that, the circumstance that the advance payment referred to the following season does not change

the fact that the parties had agreed to a deadline for the payment to be made and that it had remained uncontested that such deadline was not complied with. In other words, the Chamber stated that the non-payment by the club by the agreed deadline cannot be justified based on the possibility that the player could leave the club before the beginning of the following season.

26. In continuation, the Chamber acknowledged the club's argument that the player had failed to attend training sessions as of 29 July 2010 and that, accordingly, he was fined for a total amount of EUR 50,000 in accordance with the terms of the contract. According to the Club, this would justify the late payment of the June 2010 salary in the amount of EUR 59,583, as the amounts of fines would soon surpass the amount owed. In this regard, the members of the Chamber took due note that the player expressly denied ever having missed a training session. The Chamber then proceeded to analyse the evidence brought forward by the parties to support their allegations in this respect. The Chamber paid close attention to the letter dated 29 July 2010 presented by the club by means of which the player was allegedly made aware that fines were being imposed against him for failing to appear in training. The Chamber noted, however, that there was no evidence that this letter was ever sent to the player or that he was made aware of its contents, as the club did not provide any evidence of receipt or acknowledgement of its contents.
27. The Chamber recalled the principle of burden of proof (cf. art. 12 par. 3 of the Procedural Rules) and emphasised that the club failed to demonstrate that the player actually missed the training sessions.
28. Notwithstanding the above and for the sake of good order, the Chamber wished to emphasize that the imposition of a fine, or any other available financial sanction in general, shall not be used by clubs as a means to set off outstanding financial obligations towards players. Consequently, the Chamber decided to reject the Respondent's argument in connection thereto.
29. Finally, the Chamber duly noted the club's allegation that, in any case, the June 2010 salary and the advance payment due on 1 July 2010 were merely one month late when the player terminated the contract and that such should not constitute just cause for the unilateral termination of the contract. To this end, the DRC noted, first of all, that the June 2010 salary and the advance payment made up to a considerable amount; *i.e.* EUR 479,583.
30. In addition, the Chamber emphasized that it had remained undisputed that the player had warned the club twice that those payments were outstanding and had granted the latter an appropriate timeframe to comply with its obligations before deciding to terminate the contract.
31. Moreover, the Chamber considered important to note that, on the date of termination, the July 2010 salary had already become due and had also not been paid and that, apparently, also the May 2010 salary was paid with a considerable delay. The members of the Chamber

reminded that, in fact, it had been the club itself who admitted to have been consistently late in making payments of amounts due.

32. In light of the above, the members of the Chamber wished to emphasize that, according to its long stand jurisprudence, the persistent non-payment or late payment of remuneration by an employer does in principle constitute just cause for termination of the contract, for the employer's payment obligation is his main obligation towards the employee. The Chamber underlined in this respect that, once the employer repeatedly fails with this obligation, the employee can no longer be expected to continue in the employment relationship.
33. The Chamber decided, therefore, that the Player did have just cause to terminate the contract.
34. As a consequence of the unilateral termination with just cause, the Chamber decided that the club is liable to cancel all outstanding amounts under the Contracts until the date on which the employment relationship was terminated, *i.e.* until 9 August 2010.
35. In this respect, the Chamber pointed out that the player would be entitled, therefore, to receive the outstanding salaries for June and July 2010, as well as the advance payment due on 1 July 2010. In addition, the chamber noted that, according to the contract, the player was entitled to eight round trip business class tickets country E – country N – country E per year and that it appears that he and his family did make use of the flights tickets in July 2010. In particular, the DRC paid close attention to the invoice present as evidence of the purchasing of said flight tickets.
36. Finally, the DRC acknowledged the player's request for the payment of match bonuses allegedly due and outstanding, however, making reference to art. 12 par. 3 of the Procedural Rules, the Chamber emphasized that no conclusive evidence had been provided that the amounts specifically claimed had been agreed to and had become due and, therefore, decided to disregard such claim. Equally, the members of the Chamber considered that all amounts claimed under "*other benefits*" were claimed exclusively based on the player's estimates and, again, no conclusive evidence had been provided to support such request. (cf. Point I. 17 above)
37. In light of the above, the members of the Chamber decided that the club was liable to pay outstanding remuneration to the player in the amount of EUR 555,033, *i.e.* remuneration of June and July 2010, advance payment and flight tickets.
38. In addition, taking into consideration the player's claim, the Chamber decided to award him interest at the rate of 5% *p.a.* over each of the aforementioned amounts as from their respective due date.

39. In continuation, the Chamber established that, in accordance with art. 17 par. 1 of the Regulations, the club is also liable to pay compensation for damages suffered by the player as a consequence of the early termination of the contract with just cause.
40. Prior to proceeding to the calculation of the amount of compensation, the Chamber placed emphasis on the primacy of the principle of the maintenance of contractual stability, which represents the backbone of the agreement between FIFA/UEFA and the European Commission signed in March 2001. This agreement and its pillars represent the core of the former (editions 2001, 2005 and 2008) as well as of the 2010 version of the Regulations, which all stakeholders – including player and club representatives – agreed upon in 2001.
41. Above all, the Chamber was eager to point out that the measures provided for by the above Regulations concerning in particular compensation for breach of contract without just cause serve as a deterrent aimed at discouraging the early termination of employment contracts by either contractual party and that a lack of a firm response by the competent deciding authorities would represent an inappropriate example towards all the football actors.
42. In this respect, awarding compensation in favour of the damaged party (either the player or the club, as the case may be) has proven to be an efficient means and has always found a widespread acceptance since it guarantees that the fundamental principle of the respect of the contracts is duly accounted for.
43. Above all, it was emphasised that the criteria contained in art. 17 of the Regulations are applied with the principle of reciprocity for clubs and players, signifying that both clubs and professionals who are seen to have committed a breach of contract without just cause will in all cases be subject to pay compensation and, under specific circumstances, also be subject to the imposition of sporting sanctions.
44. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the relevant employment contract between the player and the club contained a provision by which the parties had beforehand agreed upon an amount of compensation for breach of contract.
45. In this respect, the Chamber noted that clauses 9 C) and 9 D) (cf. point I. 4 and 5 above) did seem to have been included with the intention of establishing, in advance, the compensation to be paid in case of early termination of the contract, however, after having closely examined the wording of said clauses, the Chamber concluded that their respective wording are not clear nor unequivocal. In light of the above, the Chamber considered that the clauses at stake cannot be considered.
46. As a consequence, the members of the Chamber determined that the prejudice suffered by the Player in the present matter had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations.

47. In continuation, 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 reminded 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 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.
48. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the contract until 30 June 2012 and concluded that the player would, in fact, have received EUR 2,015,000 as salaries had the contract been executed until its expiry date.
49. In continuation, the Chamber assessed whether the player had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled 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 party's general obligation to mitigate the damages.
50. In this respect, the Chamber noted that, between September 2010 and 31 May 2012, the player signed three employment contracts with two different club; i.e. the Club T and Club W and that, according to such contracts and their effective duration, the Player would receive an aggregate remuneration of approximately EUR 868,000.
51. Before proceeding to the calculation of the amount of compensation payable, the Chamber considered important to note that, although the specific circumstances of the case at stake must lead to the conclusion that there was just cause for the unilateral termination of the contract, it appears that the player had received all his remuneration and related benefits in full up until two months before the termination of the contract. Likewise, the Chamber also considered relevant to note that the player had been able to commence a new employment relationship soon after unilaterally terminating the contract, thereby being able to mitigate his damages in a considerable manner.
52. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of EUR 900,000 to the player as compensation for breach of contract.
53. The Chamber also decided to award the Player interest at the rate of 5% *p.a.* over the amount of compensation, as of the date of this decision.

54. Finally, the Chamber held that the player's claims for the reimbursement of legal costs were rejected in accordance with art. 18 par. 4 of the Procedural Rules and the Chamber's respective longstanding jurisprudence in this regard.
55. The DRC concluded its deliberations in the present matter by establishing that any further claims lodged by the player are rejected and that the counter-claim filed by the club must also be rejected.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant/Counter-Respondent 1, Player D, is partially accepted.
2. The Respondent/Counter-Claimant, Club N, has to pay to the Claimant/Counter-Respondent 1, **within 30 days** as from the date of notification of this decision, outstanding remuneration in the amount of EUR 555,033, plus:
 - 5% interest p.a. over the amount of EUR 420,000 as of 2 July 2010 until the date of effective payment;
 - 5% interest p.a. over the amount of EUR 59,583 as of 8 July 2010 until the date of effective payment;
 - 5% interest p.a. over the amount of EUR 65,000 as of 8 August 2010 until the date of effective payment; and
 - 5% interest p.a. over the amount of EUR 10,450 as of 7 October 2010 until the date of effective payment.
3. The Respondent/Counter-Claimant, Club N, has to pay to the Claimant/Counter-Respondent 1, Player D, **within 30 days** as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 900,000, as well as 5% interest p.a. over said amount as from the date of the decision until the date of effective payment.
4. In the event that the aforementioned amounts are not paid within the stated time limit, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for its consideration and a formal decision.
5. Any further request filed by the Claimant/Counter-Respondent 1 is rejected.

6. The Claimant/Counter-Respondent 1, Player D, is directed to inform the Respondent/Counter-Claimant, Club N, 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.
7. The counter-claim of the Respondent/Counter-Claimant is rejected.

Note relating to the motivated decision (legal remedy):

According to art. 67 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
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For the Dispute Resolution Chamber:

Jérôme Valcke
Secretary General

Encl. CAS directives