Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 30 November 2007,

in the following composition:

Slim Aloulou (Tunisia), President
Mario Gallavotti (Italy), Member
Zola Majavu (South Africa), Member
Michele Colucci (Italy), Member
Rinaldo Martorelli (Brazil), Member

on the claim presented by the

Club A,

as Claimant,

against the

Player B,

as first Respondent,

and

Club C,

as second Respondent,

regarding a dispute about the breach of an employment contract
and the inducement to breach of an employment contract.

I. Facts of the case

1. On 3 August 2004, the player B (hereinafter; *the player*), born in May 1983, and the club A (hereinafter; *club A*) signed an employment contract valid until 30 June 2005, stipulating a monthly salary of XYZ 7,190 plus bonuses.

2. By means of an annex signed by club A and the player on 2 December 2004, the duration of the employment contract was extended until 30 June 2007, and by means of an annex signed by club A and the player on 12 December 2005, the duration of the employment contract was extended until 30 June 2009. Both annexes stipulate a basic monthly salary of XYZ 1,880. Furthermore, on 2 December 2004, the player and club A also signed an agreement whereby the player ceded the use of his personality rights to club A, in turn of which he would be paid several amounts until 15 January 2007.

3. On 1 February 2006, the player signed an employment contract with the club C (hereinafter; *club C*).

4. On 18 March 2006, the player was provisionally registered with club C by the Football Association of club C.

5. On 25 April 2006, club A filed a claim at FIFA against the player and club C for compensation for unjustified breach of the employment contract between the player and club A.

6. On 1 and 30 May 2006, the player and club C provided FIFA via the Football Association of club C with their answers on of club A's claim, and requested that of club A's claim be rejected.

7. In this respect, the player first of all pointed out that on 15 July 2004, he had ceded the use and marketing of his personality and transfer rights to a company (hereinafter; *the Company*) until 30 June 2012. In continuation, on 3 August 2004, the Company and club A concluded an agreement for the loan of the player's personality and transfer rights until 30 June 2005, and the player signed with club A an employment contract valid also until 30 June 2005. The player and the Company were of the opinion that on 30 June 2005, the loan of the player to club A expired and the player's transfer rights would return to the Company. In this respect, the player presented a letter dated 4 August 2004 signed by club A, whereby the latter confirmed that if until 30 June 2005, club A and the Company had not concluded a new agreement for the engagement of the player, club A will consent to the player's transfer to a club specified by the Company.

8. In continuation, the player explained that regardless of this contractual situation, he also ceded his transfer- and marketing rights to club A on 2 December 2004, and at the same time, signed a new employment contract with club A valid until 30 June 2007. Furthermore, on 12 December 2005, this contract was mutually extended until 30 June 2009. In this respect, the player alleges that club A had pretended that it was acting with the Company's permission.

9. Finally, the player explained that later on, but still in December 2005, he decided that he did not want to fulfil the new contract that he had concluded with club A, but that he wanted to respect the contracts he had signed in 2004 with the Company. Therefore, on 17 December 2005, the player and the Company signed a new agreement over the player's transfer- and marketing rights. Finally, on 9 January 2006, club A was informed that the contracts it had concluded with the player on 2 December 2004 and 12 December 2005 were in breach of the initial agreements signed between the player, club A and the Company in July 2004, and that they were therefore null and void. In fact, the player should have returned to the Company upon expiry of the loan agreement on 30 June 2005.

10. Besides the above, the employment contract between club A and the player was terminated by the player on 9 January 2006 due to outstanding salary payments. The player, however, did not specify which exact payments were concerned.

11. Club C basically referred to the player's arguments. Furthermore, it stated that in view of the situation as described above, it presumed that the player was not contractually bound to any club on 1 February 2006, and that it could therefore sign an employment contract with him.

12. On 27 August and 18 September 2006, club A provided FIFA, via its Football Association, with its position on the answer of the player and club C, and thereby entirely contested the player's and club C's arguments.

13. Club A first of all particularly rejected the allegation that the player's salaries were not regularly paid, but insisted that all amounts due to the player were regularly paid. In this respect, club A submitted several documents of its financial department, which are, however, not signed by the player. Furthermore, club A emphasised that before the Winter break 2005/06, the player was even paid an advance payment of XYZ 13,000.

14. Furthermore, club A pointed out that it had initially concluded an employment contract with the player on 3 August 2004 by using the agency services of the Company, and that the latter was paid EUR 20,000 for its services. Such payment was not a loan fee, but a payment for agency services. Therefore, the agreement between club A and the Company was also not a loan agreement.

15. In continuation, club A concluded contracts with the player creating an employment relationship until 30 June 2009, without having knowledge of the alleged contractual situation between the player and the Company. Regardless of his contracts, after the Winter break 2005/06, the player did not return to club A on 9 January 2006, as he was obliged to, but instead, envisaged the conclusion of an employment contract with club C.

16. Therefore, on 25 January 2006, club A informed club C in writing and the Football Association of club C via phone of the player's contractual situation. Despite that, club C finally concluded an employment contract with the player on 1 February 2006.

17. In view of the above, club A deems that the player has breached his employment contract during the protected period without just cause, and that club C has induced the player to breach his employment contract with club A.

18. Therefore, in accordance with art. 17 of the Regulations for the Status and Transfer of Players, club A claims against the player for compensation in the amount of EUR 300,000, for sporting sanctions to be imposed on the player (i.e. a suspension of the player's eligibility to play in official matches during six months), for the joint responsibility of club C for the compensation to be paid by the player, and for the application of sporting sanctions on club C for inducement to breach of contract. Finally, club A claims for training compensation to be paid by club C for the training of the player by club A, in accordance with art. 20 of the afore-mentioned Regulations.

19. On 5 January 2007, the player and club C provided FIFA with their final position on the matter.

20. Thereby, they entirely rejected club A's position. In particular, they rejected club A's version that the Company was only acting as the player's agent, but they emphasised once again that the player's rights were loaned to club A for one season. In this respect, they referred to the previously submitted letter of club A dated 4 August 2004, whereby club A had acknowledged such legal situation.

21. Furthermore, the player maintained that club A had put him under pressure for the signature of the employment contracts on 2 December 2004 and 12 December 2005, and that he was not aware of the content of the said contracts, as they were written in a language he did not master.

22. Moreover, the player reiterated that club A had not regularly paid his salaries, and in this respect, stated that club A had not submitted reliable evidence for its allegation that all salaries were regularly paid. The player also rejected club A's argument that he had been paid an advance payment in December 2005. However, despite FIFA's specific request to the player on 27 November 2006, he never specified which exact monthly salaries allegedly have remained unpaid.

23. Finally, the player invokes that FIFA is not competent to decide on the present matter, since neither the player nor club A are affiliated to FIFA.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (DRC) had to analyse whether it was competent to deal with the matter at stake. In this respect, it referred to art. 18 par. 2 and 3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter; *the procedural rules*). The present matter was initially submitted to FIFA on 25 April 2006, as a consequence the DRC concluded that the revised Rules Governing Procedures (edition 2005) on matters pending before the decision making bodies of FIFA are applicable on the matter at hand.

2. With regard to the competence of the DRC, art. 3 par. 1 of the above-mentioned Rules states that the DRC shall examine its jurisdiction in the light of articles 22 to 24 of the 2005 edition of the Regulations for the Status and Transfer of Players. In accordance with art. 24 par. 1 in connection with art. 22 (b) of the aforementioned Regulations, the DRC shall adjudicate on employment-related disputes between a club and a player that have an international dimension.

3. As a consequence, the DRC is the competent body to decide on the present litigation involving two clubs and a player with different nationalities regarding a dispute in connection with the consequences of the established breach of an employment contract concluded between the parties.

4. Besides that, the DRC declared that the lack of direct affiliation of the parties to the present dispute to FIFA does not affect the competence of the DRC to decide on the matter at stake. In this respect, the DRC emphasised on the one hand that its competence is established on the basis of the above-mentioned provisions and a constant practice of the DRC, and, on the other hand, underlined that the parties to the present dispute are to be considered as indirect affiliates to FIFA and are therefore subject to the jurisdiction of FIFA's deciding bodies.

5. Subsequently, the DRC analysed which edition of the Regulations for the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, the DRC referred, on the one hand, to art. 26 par. 1 and 2 of the Regulations for the Status and Transfer of Players (edition 2005) in their version in accordance with FIFA circular nr. 995 dated 23 September 2005, and, on the other hand, to the fact that the relevant contract at the basis of the present dispute was signed on 1 February 2006, and the claim was lodged at FIFA on 25 April 2006. In view of the aforementioned, the DRC concluded that the 2005 edition of the FIFA Regulations for the Status and Transfers of Players (hereinafter; *the Regulations*) are applicable on the case at hand as to the substance.

6. In continuation, and entering into the substance of the present matter, the members of the Chamber started by acknowledging the established facts of the case and the arguments of the parties as well as the documentation contained in the file, and in this respect, in view of the circumstances of the present case, first of all stated that the following five questions had to be tackled:

   I. Has a valid employment contract existed between the player and club A at the moment of the signature of an employment contract between the player and club C?
   II. If yes, who is responsible for the termination of the employment contract with club A and was there a just cause for such termination?
   III. In case of unjustified breach of contract by the player: Which are the consequences thereof for the player (compensation and sporting sanctions) and club C (joint and several liability for payment of compensation)?
   IV. In case of unjustified breach of contract by the player: Is club C to be presumed to have induced the player to breach his contract, and if yes, which are the consequences thereof for club C (sporting sanctions)?
   V. Is Training Compensation owed by club C to club A for the training of the player?

7. As far as the question is concerned whether or not a valid employment contract existed between the player and club A at the moment of the signature of an employment contract between the player and club C, i.e. on 1 February 2006, the DRC first of all noted that it is uncontested that the player and club A have signed an employment contract on 3 August 2004, valid until 30 June 2005, extended that employment contract on 2 December 2004 to 30 June 2007, and again extended the employment contract on 12 December 2005 to 30 June 2009.

8. In this respect, the DRC at first underlined that the contracts between the player and club A contain all the *essentialia negotii* of a labour contract, i.e. the indication of the parties to the contract, the period of validity of the contract, the parties' duties, the basic remuneration due to the player in exchange for his services, the signatures of both parties on the contract, and the date of their conclusion.

9. In continuation, the DRC took note of the player's statement that club A had put him under pressure for the signature of the employment contracts on 2 December 2004 and 12 December 2005, that club A had pretended to act with the permission of the Company, and that he was not aware of the content of the said contracts, as they were written in a language he did not master.

10. In this respect, the DRC first of all underlined that, in accordance with art. 12 par. 3 of the procedural rules, which contains the principle of the burden of proof, any party deriving a right from an alleged fact shall carry the burden of proof. As the player has not provided any evidence to corroborate the allegation that he was put under pressure by club A to sign the employment contracts concerned and that club A had pretended to act with the Company's permission, the DRC had to reject those arguments of the player.

11. As far as the player's argument is concerned that he was not aware of the content of the contracts in question, as they were written in a language he did not master, the DRC firstly again referred to the principle of the burden of proof and the lack of evidence for the respective position of the player. Secondly, the DRC declared that any party signing a contract is responsible to be aware of the contents of the contract to be signed, particularly in case a contract is written in a language not mastered by the signatory. Signing a contract despite not knowing its exact contents due to the language of the contract or due to any other reason is to be considered as gross negligence, and the consequences thereof shall not have to be borne by the other party to the relevant contract. Consequently, the player's argument related to the language of the employment contracts in question was also rejected by the DRC.

12. Furthermore, the DRC took into consideration the player's position that the contracts he had concluded with club A on 2 December 2004 and 12 December 2005 were in breach of the initial agreements signed between him, club A and the Company in July 2004, and that they were therefore null and void.

13. In that regard, the DRC emphasised that contracts and agreements concluded between entities subject to the jurisdiction of FIFA on one side, and entities not subject to the jurisdiction of FIFA on the other side, cannot be taken into consideration by the deciding bodies of FIFA. Consequently, as the Company is not and cannot be an entity affiliated as a member to FIFA or to an Association affiliated to FIFA, and therefore is not subject to the jurisdiction of FIFA, the agreements concluded between the player, club A and the Company in July 2004 cannot be taken into consideration in the scope of the present procedure. Therefore, these agreements cannot have an impact on the validity of the labour contracts concluded between the player and club A.

14. Furthermore, the DRC explained that, even if the Company was to be considered as an affiliate to FIFA, *quod non*, the contents of the agreements concluded between the player, club A and the Company could still not have an impact on the relationship between the player and club A for the following reason. As a matter of fact, football players and entities other than football clubs cannot conclude employment contracts or any comparable kind of a contract binding the player to the entity in an employment-relationship-wise manner. In this respect, the DRC emphasised in particular that the concept of "federative rights" has been abrogated with the coming into force of the edition 2001 of the Regulations and been replaced by the concept of maintenance of contractual stability, such as provided by art. 13 to 18 of the Regulations. Consequently, a football player can only be bound by an employment contract to a football club, but not to a company that is not a football club. Therefore, such a company is also not in a position to loan a football player to a football club.

15. For the reasons mentioned above, the DRC declared also that the letter issued by club A on 4 August 2004 can also not be taken into consideration by the DRC and therefore cannot have an impact on the decision in the present case.

16. In continuation, the DRC noted that between 1 July 2005, the first day after the initial employment contract between the player and club A had expired, and 9 January 2006, the date when the player sent a termination note to club A, the player had always acted in accordance with the employment contracts concluded with club A and never invoked the invalidity of the contractual relationship with club A due to the disrespect of agreements made with the Company. Thereby, the employment relationship between the player was approved by the player to be valid also by tacit acting.

17. Finally, and regardless of the above, the DRC also noted that the Company has never tried to lodge a complaint before FIFA against club A requesting at least that the employment contracts concluded between the player and club A with a validity beyond 30 June 2005 shall be declared as invalid due to the agreements between the player, club A and the Company. In fact, the Company is even not a party to the present case and has never tried to become a party hereto by an application for intervention.

18. In view of the above, the DRC decided that the employment contracts signed between the player and club A, which had a duration until 30 June 2009 were concluded validly. Therefore, on 1 February 2006, i.e. at the moment of conclusion of an employment contract between the player and club C, the player was validly bound by an employment contract to club A.

19. In a next step, the DRC had to assess who is responsible for the termination of the employment contract between the player and club A and whether or not there was a just cause for such termination.

20. In this respect, the DRC first of all took into consideration that the player invoked that he had terminated the employment contract with club A on 9 January 2006 due to outstanding salary payments.

21. The DRC, however, also noted that the player never specified the exact payments allegedly outstanding, despite that he was asked to do so by FIFA on 27 November 2006.

22. Furthermore, the DRC took note of the fact that the player, despite his allegation of unpaid salaries, has never made a request before FIFA against club A for the payment of outstanding amounts. In this respect, the DRC estimated that the player's behaviour is considerably contradictory, as he could have requested the payment of amounts to club A if they were outstanding. Therefore the player's respective position is, to a certain extent in lack of credibility.

23. In view of the above, the DRC decided that the player's position that he had a just cause to terminate the employment contract with club A on 9 January 2006 due to outstanding payments could not be followed and had therefore to be rejected.

24. Consequently, the DRC declared that the player had no just cause to terminate the employment contract with club A on 9 January 2006. Therefore, the employment contract between the player and club A was valid until 30 June 2009, and was therefore also valid on 1 February 2006, the date when the player signed a second employment contract with another club, i.e. club C. As club A never authorised the player to sign an employment contract with another club during the validity of its own employment contract with the player, the latter has breached the employment contract with club A without just cause.

25. In continuation, the DRC had to assess the consequences of the unjustified breach of contract for the player (compensation and sporting sanctions) and club C (joint and several liability for payment of compensation).

26. As far as the compensation payable by the player to club A for unjustified breach of contract is concerned, the DRC firstly recalled that according to art. 17 par. 1 of the Regulations, contractual breaches, whether inside or outside the protected period, give rise to payment of compensation. According to the quoted provision, the compensation amount shall be calculated, in particular, 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 as well as the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period. The list of objective criteria is not exhaustive.

27. The DRC furthermore stated that it falls under its responsibility to estimate the prejudice suffered by club A in the case at hand, not only in accordance with the above-stated criteria contained in article 17 par. 1 of the Regulations and in due consideration of all specific circumstances of the present matter, but also with their specific knowledge of the world of football, as well as with the experience the DRC itself has gained throughout the years.

28. For the calculation of the amount of compensation due by the player, the DRC firstly turned its attention to the remaining remuneration and other benefits due to the player under the existing contract, which criterion was considered by the DRC to be essential.

29. In view thereof, the DRC first of all had to establish the remaining duration of the employment contract between the player and club A, in order to ascertain the remaining value of the employment contract in question. The contractual employment relationship between the player and club A commenced on 3 August 2004 and had, after finally having been extended on 12 December 2005, a duration until 30 June 2009.

30. The player has unilaterally terminated the employment contract with club A on 9 January 2006, as he notified club A on that date that he terminates the employment contract, and since he was absent from club A as of that date without authorisation from the latter. Therefore, the said date has also to be considered as the date of the anticipated termination of the employment contract between the player and club A.

31. In order to establish the remaining value of the employment contract between the player and club A, the DRC recalled that the employment contract in question stipulated a monthly salary of XYZ 1,880. Consequently, the remaining value of the employment contract from January 2006 to June 2009, i.e. 42 months, is XYZ 78'960.

32. Furthermore, the DRC recalled that in order to assess the remaining value of an employment contract, it could take into account only contractually agreed salaries, sign on fees and other bonuses which are to be considered as remuneration payments for labour services to be rendered to the club. However, the payments stipulated in the agreement concluded on 2 December 2004 between club A and the player, by means of which the player ceded the use of his personality rights to club A, could not be taken into consideration within the scope of the assessment of the compensation payable by the player for breach of contract, as the said payments cannot be considered as payments of remuneration for the player's labour services rendered to club A.

33. In addition, the DRC took into consideration that according to the information at its disposal, it was not established that club A had paid any compensation for the transfer of the player to another club in order to obtain the right to sign an employment contract with the player. Therefore, such an element could not be taken into consideration within the assessment of the compensation for breach of an employment contract.

34. In this respect, the DRC emphasised in particular that the amount paid by club A to the Company in order to obtain the services of the player cannot be considered as a payment that would fall under the above-mentioned category of payments. Furthermore, the DRC underlined that, even in case the said payment would have to be taken into consideration in order to assess the amount of payable compensation, *quod non*, club A could not validly invoke a right to reimbursement of the relevant amount paid to the Company, as the player remained at club A for a period longer than his initial contract of one year. The amount paid by club A to the Company would therefore in any case have to be deemed as amortised over the term of the initial one year contract.

35. Finally, the DRC took into consideration that the player had breached his employment contract with club A not only during the protected period (cf. below par. 39. and 40.), but, in fact, just a few days after he had signed a new employment contract with club A. Those facts were considered by the DRC as aggravating circumstances for the evaluation of the compensation for breach of contract.

36. In view of the above, the DRC concluded that the amount of XYZ 160,000 as compensation for breach of contract within the protected period is to be considered as an appropriate and reasonable amount of compensation payable by the player to club A.

37. In continuation, the DRC focused on the further consequences of the breach of contract in question, and in this respect, first of all decided that, in accordance with art. 17 par. 2 of the Regulations, the new club of the player, i.e. club C, must be jointly and severally responsible for the payment of the above-mentioned amount of compensation. In this respect, the DRC was eager to point out that the joint liability of the player's new club is independent from the question as to whether the new club has committed an inducement to contractual breach. This conclusion is in line with the well-established jurisprudence of the DRC that was repeatedly confirmed by the CAS. Notwithstanding the aforementioned, the DRC recalled that according to art. 17 par. 4 of the Regulations, it shall be presumed, unless established to the contrary, that any club signing a Professional who has terminated his contract without just cause has induced that Professional to commit a breach.

38. The DRC then took into consideration the question of sporting sanctions against the player in accordance with art. 17 par. 3 of the Regulations. The cited provision stipulates that, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any player found to be in breach of contract during the protected period.

39. The protected period comprises a period of three entire seasons or three years, whichever comes first, following the entry into force of an employment contract, if such contract was concluded prior to the 28th birthday of the professional player, or to a period of two entire seasons or two years, whichever comes first, following the entry into force of an employment contract, if such contract was concluded after the 28th birthday of the professional player (cf. point 7 of the definitions of the Regulations).

40. In the present case, the relevant employment contract was valid as of 12 December 2005, and the unjustified breach of contract by the player occurred on 9 January 2006, i.e. less than one month later, consequently, regardless of the age of the player, during the protected period. The DRC had thus the power to impose a sporting sanction on the player for breach of contract, as the unjustified breach occurred within the protected period.

41. Therefore, the DRC decided that the player had to be sanctioned with a restriction of four months on his eligibility to participate in any official football match. This sanction shall take effect from the start of the next season of the player's new club following the notification of the present decision.

42. Finally, the DRC had to analyse whether, in view of art. 17 par. 4 of the Regulations, the player's new club C is to be presumed to have induced the player to terminate his contract with club A without just cause during the protected period, and therefore shall be banned from registering any new players, either nationally or internationally, for two registration periods.

43. In this respect, the DRC noted that club C was informed in writing on 25 January 2006, i.e. before it signed a contract with the player on 1 February 2006, by club A that the player was still under contract with club A. In this respect, it was furthermore noted by the DRC that club A has uncontestedly also informed the Football Association to which club C is affiliated, of that fact on 25 January 2006 via phone. In view of these facts, club C could not anymore in good faith rely on its presumption that the player was not under contract with club A, but on the contrary, must have been aware that the player was bound by a valid employment contract to club A.

44. In view of this, the DRC declared that club C, after having been informed by club A on 25 January 2006 of the validly existing employment contract between the player and club A, still would have had the possibility to refrain from signing a contract with the player. In turn, the player could have returned to club A and assumed duty with his club. Such course of action would have resulted in an unauthorised absence of the player from club A of 16 days, incident which could possibly have been solved internally between the player and club A and which would supposedly not have caused the anticipated termination of the employment contract between the player and club A. In other words, the anticipated termination of the employment contract between the player and club A could still have been avoided between 25 January and 1 February 2006.

45. However, despite having been aware of the fact that the player was validly under contract with club A, club C decided to conclude an employment contract with the player on 1 February 2006. By means of such behaviour, club C has caused that the rupture of the employment contract between the player and club A became irrevocable.

46. Furthermore, the DRC estimated that the fact that more than 20 days lie between the dates when the player sent a termination notice to club A and when he signed a new employment contract with club C could not set aside the presumption of the inducement to breach of contract by club C. As previously outlined, it is established that club C was aware of the fact that the player was validly contractually bound to club A at the moment of the conclusion of the employment contract with club C. Furthermore, accepting the fact that more than 20 days lie between the dates of termination of the former and the conclusion of a new employment contract as a ground setting aside the presumption contained in art. 17 par. 4 of the Regulations would provide an easy way for every club to escape form being sanctioned for inducement to breach of contract simply by instructing the player accordingly. However, in the present case, it has to be recalled that club C was clearly informed about the valid employment relationship between the player and club A when it signed an employment contract with club C, and therefore has induced the player to irrevocably breach the contract with club A.

47. In view of the above, the DRC came to the conclusion that club C has clearly induced the player to breach his employment contract with club A, and that the respective presumption contained in art. 17 par. 4 of the Regulations could not be set aside. In this regard, the DRC recalled in particular that the position of the player and club C, according to which the agreements between the player and club A were not valid beyond 30 June 2005 due to the agreements concluded between the player, club A and the Company, had been rejected and could therefore not alter this finding of the DRC.

48. In view of the above, the DRC decided that in accordance with art. 17 par. 4 of the Regulations, club C shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

49. Finally, the DRC turned to club A's claim for training compensation against club C for the training of the player. In this respect, the DRC first of all noted that the player, born on 25 May 1983, joined club A on 3 August 2004, thus at the age of 21. In view thereof, the DRC made reference to Annex 4 art. 1 par. 1 of the Regulations, according to which training compensation shall be payable, as a general rule, for training incurred up to the age of 21. As the player was already at the age of 21 when he joined club A, the DRC decided that no training compensation is due by club C for the period of time the player spent with club A.

50. In conclusion, the DRC decided that the player has to pay XYZ 160,000 to club A as compensation for unjustified breach of an employment contract during the protected period, in application of art. 17 par. 1 of the Regulations. In this respect, the DRC also decided that club C is jointly and severally responsible for the payment of the above-mentioned amount of compensation to club A (art. 17 par. 2 of the Regulations).

51. Furthermore, the DRC decided that the player shall be sanctioned with a restriction of four months on his eligibility to participate in any official football match, taking effect from the start of the next season of the player's new club following the notification of the present decision (art. 17 par. 3 of the Regulations). And finally, the DRC decided that club C shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision (art. 17 par. 4 of the Regulations).

52. Any further claim of club A was rejected.

III. Decision of the Dispute Resolution Chamber

1. The claim of club A is partially accepted.

2. The player B has to pay the amount of XYZ 160,000 to club A within 30 days of notification of the present decision.

3. The club C is jointly and severally liable for the payment of the aforementioned compensation.

4. The club A is directed to inform the player B and the club C directly and immediately of the account number to which the remittance is to be made and to notify the DRC of every payment received.

5. If this amount is not paid within the aforementioned time limit, a 5% interest rate *per annum* as of the expiry of the said time limit will apply and the matter will be submitted to the FIFA Disciplinary Committee for its consideration and decision.

6. A restriction of four months on his eligibility to play in official matches is imposed on the player B. This sanction shall take effect as of the start of the next season of the player's new club following the notification of the present decision.

7. The club C shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

8. Any further request filed by club A is rejected.

9. According to art. 61 par. 1 of the FIFA Statutes this decision may be appealed before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receiving notification of this decision and has to contain all elements in accordance with point 2 of the directives issued by the CAS, copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for the filing of the statement of appeal, the appellant shall file with the CAS a brief stating the facts and legal arguments giving rise to the appeal (cf. point 4 of the directives). The full address and contact numbers of the CAS are the following:

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For the Dispute Resolution Chamber:

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Deputy Secretary General

Encl. CAS directives