Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 7 June 2018,

in the following composition:

Geoff Thompson (England), Chairman
Roy Vermeer (the Netherlands), member
Jon Newman (United States of America), member
Wouter Lambrecht (Belgium), member
Pavel Pivovarov (Russia), member

on the matter between the player,

Player A, Country B

as Claimant/Counter-Respondent 1

and the club,

Club C, Country D

as Respondent/Counter-Claimant

and the club,

Club E, Country F

as Counter-Respondent 2

regarding an employment-related dispute arisen between the parties
I. Facts of the case

1. On 23 January 2012, the clubs of Country D, Club G and Club C (hereinafter; Club C or Respondent/Counter-Claimant), concluded an agreement for the transfer of the player of Country B, Player A, born on 20 January 1996, (hereinafter; the player or Claimant/Counter-Respondent 1) from Club G to Club C for the amount of EUR 1,000,000. Club G retained “50% of the player’s economic rights” valued at an extra EUR 1,000,000.

2. Also on 23 January 2012, Club C and the player entered into an employment relationship which, after being extended, was set to last until 30 June 2016.

3. On 19 June 2014, Club C acquired from Club G the remaining “50% of the player’s economic rights” for the amount of EUR 1,000,000.

4. On 14 July 2015, Club C and the player entered into a third employment contract (hereinafter; the Club C contract) valid as of the date of its signature until 30 June 2018.

5. According to the Club C contract, the player was entitled to the following remuneration:

   a. For the season 2015/2016 the total amount of EUR 115,750;
   b. For the season 2016/2017 the total amount of EUR 143,000;
   c. For the season 2017/2018 the total amount of EUR 143,000.

6. During the 2015/2016 season, the player was loaned to the club of Country D, Club H which participates in the second division in the football League of Country D. After the loan spell, the player returned to Club C, with which he remained registered during the 2016/2017 season.

7. On 7 June 2017, namely at the end of the 2016/2017 season, the player addressed a correspondence to Club C, which reads, in its relevant part, as follows:

   “During the season 2016/2017, which ended on 28 May 2017, I have not participated in any match of your club. Due to the prejudice that this situation has caused me, as I have not taken part in any competitive activity, I cannot accept any more this situation.

   With reference to article 15 of the Regulations on the Status and Transfer of Players of FIFA, I regretfully must notify you, within the deadline granted, the termination of my contract due to sporting just cause as I have participated in less than 10% of the official matches of the club during the current season and considering that I am an established professional player...”
Claim of the player

8. On 22 June 2017, the player lodged a claim against Club C in front of FIFA requesting the following:
   
a. To acknowledge that the player had sporting just cause to terminate his employment contract with Club C;
   b. To award the player the amount of EUR 143,000 as moral damage;
   c. To acknowledge that Club C does not have any right to receive compensation from the player.

9. In particular, the player explained that after his loan spell with Club H, he came back to Club C for the 2016/2017 season. In this respect, the player stated that, out of the 46 official matches where in Club C participated during said season, he did not take part in any of them. The player asserted that during the aforementioned season, he neither suffered any injury nor was subject to any disciplinary proceedings. As such, the player claimed that the decision not to allow him to play for the team was purely due to sporting reasons.

10. In this context, the player alleged that this situation caused a great detriment to his sporting career as his “sporting exposure” was reduced to nothing despite him being an “established young football player”. According to the player, this lack of exposure was putting his sporting career at risk.

11. In view of the above, the player asserted that he had sporting just cause to terminate the Club C contract as per art. 15 of the FIFA Regulations on the Status and Transfer of Players, which he did on 7 June 2017.

12. To elaborate further, the player underlined that, in order to have sporting just cause to terminate a contract, three conditions should be met, namely, i) the player invoking it should be an established professional, ii) he should have participated in less than 10% of the club's official matches and iii) the player should have informed the club of the reasons of the termination within the 15 days following the last match of the club.

13. In casu, according to the player, it is evident that he should be considered as an established professional. In particular, the player emphasised, whilst providing the relevant documentary evidence, that during his loan spell with Club H, he participated in 30 matches of the second division in the football League of Country D championship (28 in the starting eleven) as well as in 3 Cup matches. The player further argued that he was named the best “young defender” of the second division in the football League of Country D 2015/2016 season.
14. As to the second formal requirement, the player emphasised that it should remain undisputed that he did not participate in a single minute of the 46 official matches of Club C during the 2016/2017 season, \textit{i.e.} in less than 10\% of Club C’s official matches.

15. Regarding the third requirement, the player stated that Club C’s last official match of the relevant season took place on 28 May 2017. Consequently, his letter of 7 June 2017 meets the deadline of 15 days following the last official match of Club C.

16. The player further pointed out that the early termination of the Club C contract did not cause any damage to Club C as the latter club was clearly not interested in his services and, what is more, it did not have to pay his salaries following the early termination of the contract.

17. Finally, the player argued that due to Club C’s behaviour he found himself in an \textit{“uncertain sportive situation”}, which caused him a moral damage that the player calculated as corresponding to the salaries he would have received from Club C during the 2017/2018 season, \textit{i.e.} EUR 143,000.

\textbf{Reply and counterclaim of Club C}

18. In its reply to the claim, Club C first explained the background of its relationship with the player. Particularly, Club C alleged that, even though it had transferred the player from Club G already in January 2012, the player stayed with the latter club during the second half of the 2012/2013 season. Thereafter, the player participated with Club C’s \textit{“Youth” team in the Tournament L”} which is a \textit{“popular annual youth tournament”}.

19. Furthermore, Club C alleged that as the player turned 19 years old in January 2015, he stopped being eligible to participate with its Youth team and therefore, \textit{“in furtherance of the player’s regular participation in official matches”} he was transferred to Club H for the 2015/2016 season. Club C asserted that Club H is a second division team \textit{“where all promising players coming from first division clubs are placed in order to foster their development”}. Club C also argued that the player’s loan to Club H was for free and that the relevant loan agreement only provided for certain conditional payments depending on the number of matches wherein the player would participate. Regarding the conditions of the loan, Club C had to pay to Club H EUR 50,000 after the player’s 5\textsuperscript{th} appearance with Club H, EUR 10,000 after the 10\textsuperscript{th} appearance and EUR 10,000 after the 15\textsuperscript{th} appearance.

20. Club C continued explaining that \textit{“towards the end of August 2016”}, it and the player received an offer from the club of Country M, Club N to loan the player for the 2016/2017 season with an option to definitely acquire his services. According to Club C, all parties \textit{“gave their verbal consent”} and thus a loan agreement was
negotiated and signed by Club C and Club N. Nevertheless, Club C argued that the player refused to go to Club N “at the very last moment”.

21. In continuation, Club C asserted that the player formed part of its first team during the 2016/2017 season and was “regularly summoned for the championship matches”. However, the player was not fielded “because established players with long-lasting experience were already playing in the same position”. Notwithstanding this, Club C stressed that the player was “up to make his next step in the sporting career”, should he not have had terminated the Club C contract.

22. On account of the aforementioned circumstances, Club C rejected the claim of the player in its entirety and lodged a counterclaim against the latter for the unjustified termination of the Club C contract, requesting EUR 4,700,000 as compensation. Club C also requested for the club of Country F, Club E (hereinafter; Club E or Counter-Respondent 2), in its status as the player’s new club, to be held jointly and severally liable.

23. In support of its counterclaim, Club C first asserted having carried out its contractual obligations towards the player at all times. In particular, Club C pointed out that the player signed his first professional contract with Club C at the age of 16 and that it always “ensured his training at the highest level and regular participation in official matches”. Along these lines, Club C explained that in Country D, the first division clubs cannot have a second team as there is no league or tournament for reserve teams which is parallel to the main championship. This is why, after the player ceased to be eligible to play for its youth team, Club C decided to loan him to a club of the second division in the football League of Country D “as it is usual” when “it is too early for a player to play with the first team of a club in the football League of Country D”.

24. As to the alleged sporting just cause, Club C argued that the player did not have the right to terminate the Club C contract on such basis as the requirements of art. 15 of the FIFA Regulations were not met.

25. Particularly, Club C asserted that, after his loan spell with Club H, it was too early for the player to be included in the first squad of Club C, considering the player’s position in the team and the number of “established” players who also played in said position. In this respect, Club C claimed that the players Player O (national team of Country P), Player J (national team of Country K), Player Q (national team of Country R), Player S (national team of Country D) and Player T play in the same position as the player and are much more experienced than him. Consequently, Club C argued that “if the player preferred not to go on loan to another club simply because he wanted to remain with Club C (...) this was obviously his right but he perfectly knew that he would not have lots of opportunity…” Club C highlighted that, after the player came back from Club H, it could not even be
established that the player’s training and education had finished let alone that he was an established professional.

26. Club C asserted that it follows from the above that the time the player played with Club H could not have possibly turned him into an established professional in the sense of art. 15 of the FIFA Regulations.

27. On account of all the aforementioned considerations, Club C argued that the termination of the contract by the player should be considered without just cause and therefore he should pay compensation to Club C as per art. 17 of the FIFA Regulations.

28. As to the amount of compensation to be paid, Club C first asserted that any calculation should take into account “the endeavours made by Club C in [the player’s] development, training and education”. What is more, Club C recalled that it paid EUR 2,000,000 to Club G to acquire the services of the player.

29. With the above in mind, Club C referred to the loan agreement it concluded with Club N for the temporary transfer of the player, whereby it was agreed that Club N would pay Club C the amount of EUR 200,000 as loan fee. What is more, it was provided that Club N would have a purchase option to definitely acquire the services of the player for the amount of EUR 3,500,000. In Club C’s view, the latter amount reflects “the real current market value” of the player’s services. In this regard, Club C underlined once again that both clubs had already agreed on such terms and it was the player who eventually refused to go to Club N.

30. Furthermore, Club C referred to the employment contract concluded between the player and its new club, Club E, (hereinafter; the Club E contract), according to which the player was entitled to a guaranteed minimum amount of 245,000 and which contained a buy-out clause of 1,000,000. According to Club C, the amount of the buy-out clause “represents the minimum starting amount of the compensation due to Club C”.

31. Moreover, Club C stressed that the following points need to be considered when calculating the compensation:

   a. The player was 21 years old when the unjustified termination occurred;
   b. “Through his breach of contract, the player has nullified all the investments that Club C had made on him”;  
   c. Club C lost the opportunity to transfer the player.

32. Club C further argued that it paid to the player his salary of June 2017 in the amount of EUR 11,916. However, as the player terminated the Club C contract on 7 June 2017, Club C has the right to claim that amount back on a pro rata basis, i.e. EUR 9,625.
33. Finally, Club C stressed that Club E clearly induced the player to terminate the Club C contract and it should therefore be sanctioned.

**Replica of the player**

34. In his replica, the player reiterated the arguments of his claim. In particular, the player asserted that he was a clear victim of the negligent behaviour of Club C, which directly affected his sporting career. Equally, the player stressed that he was never given the chance to prove that he was on the same footballing level as his team mates. It follows that it is clear that Club C was not interested in his services any longer.

35. As to the conditions of art. 15 of the FIFA Regulations, the player stressed that the determination of whether a player can be considered as an established professional should be done on a case by case basis. Moreover, the player argued that the age of a player is completely irrelevant when making such assessment.

36. *In casu*, the player first pointed out that by the end of the 2016/2017 season, he had been a professional for more than five years. The player asserted that his training period had finished when he was loaned to Club H where he participated in 33 official matches. In the player’s view, this clearly would make him an established professional.

37. The player claimed that it was precisely in his quality as an established professional that Club N wanted to transfer him first on a loan basis however with an option to turn the loan into a definitive transfer. The player highlighted the fact that the employment offer presented by Club N was of a higher value than his employment contract with Club C.

38. In the player’s view, the fact that Club C was ready to transfer him to Club N proves that the former was not interested in his services neither for that particular season nor for any subsequent one. Indeed, the player pointed out that such conduct on the part of Club C is in direct contradiction with the latter’s position that it had full confidence in the player’s potential.

39. In this context, contrary to what Club C argued, the player stressed that Club N is a first division club of Country M which has a “transfer strategy of recruiting experienced players irrespective of their age” such as, inter alia, Player U, Player V and Player W.

40. As to the second requirement, the player highlighted once again the undisputed fact that he did not play a single minute for Club C during the 2016/2017 season.
41. Furthermore, the player explained that, during the relevant season, there were ample opportunities for Club C to field him and thus protect his sporting career. In particular, the player stressed that Club C participated in three different championships that in total amounted to 46 official matches. What is more, the player considered important to outline that during the aforementioned season several U-20 players actually saw action for Club C, e.g. Player Y, Player Z and Player I.

42. As to the fact that he was on the bench for a few matches, the player explained that in Country D it is possible to have up to 12 players on the bench, which therefore is completely irrelevant to prove that Club C was actually interested in his services.

43. On account of all the above, the player reiterated his claim for sporting just cause.

44. Alternatively, and only in case it would be determined that he did not have sporting just cause to terminate his contract with Club C, the player addressed the question of the amount of compensation requested by Club C and the alleged inducement of Club E.

45. First, the player underlined that Club E cannot possibly be considered as having induced him to terminate the contract. In fact, the player reiterated that the only reason for said termination was the negligent behaviour Club C had towards his sporting career. Along these lines, the player emphasised that his contract with Club E was concluded “several weeks” after the termination of the Club C contract. In order to strengthen this argument, the player asserted that at the end of the 2016/2017 season a few clubs other than Club E had shown interest in acquiring his services such as the club of Country M, Club XY.

46. As to the amount of compensation requested by Club C, the player emphasised that it is completely excessive in view of the following:

   a. The sporting value that Club C attributed to the player was clearly low;
   b. The market value of his services sharply dropped in view of his complete lack of competitive participation during the 2016/2017 season;
   c. The remaining value of the Club C contract for the season 2017/2018 was of only EUR 143,000.

47. What is more, the player argued that Club C’s calculation is based on pure hypothetical facts which do not truly reflect the value of his services. In this respect, the player rejected that the buy-clause contained in the Club E contract could be considered in order to determine any potential compensation. In any case, the player highlighted that Club C saved the player’s salaries for the 2017/2018 season.
Reply of Club E

48. In its reply to the claim, after briefly recalling the facts of the case, Club E addressed the alleged sporting just cause of the player to terminate the contract.

49. First, Club E referred to the concept of an “established professional” and claimed that, by analogy, the same principles applied to training compensation should be applied to determine if a player can be considered as established in the sense of art. 15 of the FIFA Regulations. In this regard, Club E stressed, whilst referring to certain CAS jurisprudence, that the number of matches played is an essential element to determine if a player is an established professional.

50. In this context, Club E recalled that, during his loan to Club H, the player participated in 33 official matches with said club, which eventually was promoted to the first division in the football League of Country D. Club E emphasised the fact that Club H “was the team with less number of losses and the second with less number of goals conceded”. Club E stressed the fact that the player had been a professional for more than 5 years at the moment of the termination of the contract and that he started receiving a salary when he was 16 years old.

51. In continuation, Club E refuted the argument of Club C that it loaned the player to Club H to continue his development. In this respect, Club E emphasised that the second division in the football League of Country D is a complete professional league which is not used to develop the training of players. Conversely, the third division of Country D is much more suitable for this purpose as “there are 60 teams to possibly foster youngsters”.

52. Furthermore, Club E argued that the assessment as to whether the player was an established professional or not is independent of the team in which the player was actually registered. Indeed, according to Club E, such assessment should consider only the actual career of the player. Hence, Club E argued that during his time with Club H, the player clearly became established in said club. In other words, “it is not because a player becomes an established professional in another professional team (...) that he cannot be considered as established” with his current team.

53. Club E further rejected the allegation of Club C that the player ever refused to his loan to Club N. Club E claimed that Club N’s offer arrived at the very last day of the transfer window and that he was never given the chance to properly assess said offer.

54. Alternatively, Club E denied having induced the player to terminate his contract with Club C. In particular, according to Club E, the sequence of events clearly shows that when the negotiations with the player started, the relevant
termination had already occurred. In this regard, Club E referred to the offers from other clubs that Club C received.

55. As to the amount of compensation requested by Club C, Club E first pointed out that the amounts based on the loan agreement between Club N and Club C are purely hypothetical as such loan never took place. What is more, there is no “logical nexus” between the actual value of the player’s services and the loan fee.

56. In this same line of reasoning, Club E rejected that the buy-out clause of EUR 1,000,000 contained in its contract with the player reflects the value of the player’s services at the moment of the termination of the Club C contract, as such amount would eventually be exercised by a club only after the player would have proven his value with Club E.

57. In any case, Club E argued that in view of Club C’s conduct towards the player, it is clear that Club C did not attribute any value to the player’s services.

**Duplica of Club C**

58. In its duplica, Club C reiterated the arguments of its reply and counterclaim. As an additional remark, Club C pointed out that the player has never participated in an official match of A team of Country B, which further demonstrates that the player cannot be considered as an established professional.

59. Upon FIFA’s request, the player provided a copy of his employment contract with Club E. Said contract is valid as of 20 July 2017 until 30 June 2019 and provides that the player is entitled for the season 2017/2018 to 100,000 and for the season 2018/2019 to 120,000. The player is also entitled to two payments of 10,000 due on 1 August 2017 and on 1 December 2017 respectively.

II. **Considerations of the Dispute Resolution Chamber**

1. First, 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 22 June 2017. Consequently, the 2017 edition of the Rules Governing the Procedures of the Players’ Status Committee and the Dispute Resolution Chamber (hereinafter: Procedural Rules) are applicable to the matter at hand (cf. article 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 2018), 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 of Country B, a club of Country D and a
club of Country F.

3. Furthermore, the Chamber analysed which regulations should be applicable as to
the substance of the matter. In this respect, it confirmed that in accordance with
art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players
(edition 2018), and considering that the present claim was lodged on 22 June
2017, the 2016 edition of said regulations (hereinafter: Regulations) is applicable
to the matter at hand as to the substance.

4. The competence of the Chamber and the applicable regulations having been
established, the Chamber entered into the substance of the matter. The members
of the Chamber started by acknowledging all the facts of the case, as well as the
documentation contained in the file. However, the Chamber emphasised that in
the following considerations it will refer only to facts, arguments and
documentary evidence which it considered pertinent for the assessment of the
matter at hand.

5. To start with, the DRC acknowledged the following undisputed facts:

a. Club C and the player, who was born on 20 January 1996, had been
contractually bound since 23 January 2012; the last contract concluded
between them being set to last until 30 June 2018, i.e. the end of the
2017/2018 season;
b. The player was loaned from Club C to the second division club in the football
League of Country D, Club H for the 2015/2016 season where he participated
in 33 official matches; 28 in the starting eleven and was recognised as the
“best defender” of second division in the football League of Country D
during said season;
c. For the 2016/2017 season, the player came back to Club C after the loan spell
with Club H, during which he did not participate in any official match with
Club C;
d. On 7 June 2017, the player terminated the contract on the basis of art. 15 of
the Regulations alleging sporting just cause.

6. The above being established, the Chamber proceeded to analyse the claim of the
player, who alleges that he had sporting just cause to terminate the contract on 7
June 2017. In particular, the Chamber noted that, according to the player, he
complied with all the conditions specified in art. 15 of the Regulations. Namely, i)
he is an established professional, ii) he participated in less than 10% of Club C’s
official matches and iii) he notified the termination within the 15 days following
Club C’s last official match. The Chamber then noted that the above line of
argumentation is shared by Club E which argued that, by analogy with training
compensation, since the player played for almost every single match with Club H during the 2015/2016 season, he has clearly achieved the status of established professional as per art. 15 of the Regulations.

7. Conversely, the Chamber observed that Club C claimed that the player did not have sporting just cause to terminate the contract as, according to Club C, it cannot be concluded that, at any given time, the player could be considered as an established professional. In this regard, Club C stressed that, during the 2016/2017 season, there were far more experienced players in Club C’s squad than the player. In this respect, the DRC noted that, according to Club C, in its squad there were a number of “established” players who played the same position as the player such as Player O, Player J, Player Q, Player S and Player T.

8. On account of all the aforementioned, in particular considering the divergent position of the parties, the members of the Chamber concluded that the underlying dispute in the present matter is to determine whether the player had sporting just cause to terminate the Club C contract on 7 June 2017, in accordance with art. 15 of the Regulations.

9. As a first remark, the members of the Chamber recalled the conditions that need to be met in order for art. 15 of the Regulations to apply as correctly described by the player (cf. point II.6. above), and underscored that it is undisputed between the parties that the conditions ii) and iii) are met. Indeed, it is a fact that the player played less than 10% of Club C’s official matches during the 2016/2017 season and that he informed Club C about his decision to terminate the contract due to sporting just cause within the applicable time-limit, i.e. within the 15 days following Club C’s last official match.

10. Consequently, the Chamber concluded that the only point left to address in order to determine whether the player had sporting just cause to terminate the Club C contract is to establish whether he can be considered as an established professional in the sense of art. 15 of the Regulations.

11. At this stage, the DRC deemed essential to point out that the analysis as to whether a player can be considered as an established professional in the sense of art. 15 of the Regulations should always be done on a case-by-case basis. Indeed, the members of the Chamber highlighted that all the objective and subjective particularities of the specific case need to be analysed.

12. In this context, the DRC stressed that the objective aspects include the age of the player at the time of the termination, his performance and participation during the past seasons as well as his experience analysed vis-à-vis that of his teammates with similar characteristics. As to the subjective aspects, these include the player’s perception and expectations that he might have regarding his participation in a given season depending on the club with which he is registered.
13. Starting with the assessment of the objective particularities of the present matter, the DRC underlined first that, at the time of the termination of the Club C contract, the player was 21 years old. As such, it would appear that his training and education period had, in principle, not ended yet. In this respect, the Chamber held that, although the player apparently signed his first professional contract at the age of 16, it is also true that, whilst playing for Club C, he always participated in youth team matches. What is more, the Chamber outlined the fact that, during his loan to Club H, Club C agreed to pay the latter certain fees depending on the number of matches that the player would play with Club H. In the Chamber’s view, this is clearly an indication that the purpose of the loan of the player to Club H was to further develop the player’s skills.

14. Along those lines, and while referring to Club E’s analogy with training compensation and the concept of termination of a player’s training and education based on the number of matches played, the DRC underlined that in order for a player to be considered as an established professional, it needs to be concluded, first and foremost, that his training and education period has ended. In other words, all established professionals in the sense of art. 15 of the Regulations should be considered as having ended their training period. Nevertheless, some players whose training period has ended may not be considered as established professionals due to their particular circumstances.

15. Furthermore, it is also undisputed that Club C’s squad had, for that particular season, at least 4 other players with similar playing characteristics than the player and who were older and more experienced than him. Indeed, it remained undisputed that those 4 players are or, at least were, regulars in their respective national teams. Conversely, the members of the Chamber noted that the player has never been part of the A national team of Country B.

16. Regarding the subjective particularities of the matter at hand, or, in other words, the expectations that the player had to participate with Club C during the 2016/2017 season, the DRC emphasised that at the beginning of said season, Club C and Club N had, in principle, agreed upon his temporary transfer to the club of Country M. As such, in the DRC’s opinion, the player should have been aware that his participation with Club C for that particular season was going to be limited. Moreover, the player could not reasonably have expected that because he was a regular player in a club of the second division in the football League of Country D (Club H) in the previous season, he was going to regularly participate with one of the most successful first division clubs in the football League of Country D.

17. On account of all the above-mentioned considerations, and after an analysis of both the objective and subjective particularities of the present matter, the DRC came to the conclusion that, at the time the player terminated the Club C contract on 7 June 2017, he could not have been considered as an established professional.
in the sense of art. 15 of the Regulations. In particular, the DRC was of the opinion that the argument regarding the number of matches that the player played with Club H in the season prior to the player terminating his contract with Club C is insufficient to outweigh, in and of itself, the rest of the particularities of this matter as stressed above. Indeed, the DRC held that, at the time the player unilaterally terminated his contract with Club C, he was still a relatively young player in training and he was still gaining experience with one of the top professional clubs in the Continent, competing with other very experienced players, and could thus not reasonably expect that he would become a regular player of the said club within the season 2016/2017.

18. Consequently, the members of the Chamber had no other option than to conclude that the player did not satisfy one of the criteria of sporting just cause, i.e. that of being an established professional, and therefore that he did not have sporting just cause to terminate the Club C contract on 7 June 2017.

19. As a final note, the DRC wished to stress that it was not blind to, and sympathised with, the frustration that the player must have had due to his lack of participation with Club C during the 2016/2017 season. Nevertheless, the DRC was also of the opinion that in order to protect the cornerstone of professional football, namely, the principle of contractual stability, art. 15 of the Regulations, in particular the determination of whether a player can be considered as an “established professional”, needs to be interpreted narrowly and, as mentioned above, carefully considering the particularities of each particular case.

20. In continuation, the DRC established that, since the player did not have a just cause to terminate his contract with Club C, in accordance with art. 17 par. 1 of the Regulations, the player is liable to pay compensation for breach of contract to the latter club. Equally, according to art. 17 par. 2 of the Regulations, his new club, i.e. Club E, shall be jointly and severally liable for its payment.

21. Along those lines, 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 reiterated 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(s), 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.
22. The Chamber recalled that art. 17 par. 1 provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable. Therefore, other objective criteria may be taken into account at the discretion of the deciding body. Furthermore, the Chamber highlighted that each request for compensation for breach of contract has to be assessed 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.

23. Having established the above, the DRC went to analyse the request of Club C. First, the Chamber noted that Club C requested EUR 4,700,000 mainly based on the purchase option contained in the loan agreement with Club N, on the buy-out clause contained in the contract of the player with Club E as well as on the player's age.

24. In this respect, the members of the Chamber wished to recall that the loan agreement with Club N was signed at the end of the 2015/2016 season. This is, one year before the termination of the Club C contract. What is more, the DRC highlighted that the player spent the subsequent season without participating in any official match. Therefore, such purchase option cannot possibly be considered as a basis for the payable compensation.

25. As to the buy-out clause contained in the player's contract with Club E, the members of the Chamber emphasised that such clause cannot serve as basis for the calculation of compensation either. Indeed, the DRC wished to emphasise that a buy-out clause generally does not accurately reflect the value of a player's services nor the damage which the club suffers in case the player prematurely terminates the contract. It merely grants a right to a party, in casu the player, to opt out of his contract at any moment and without any consequences for the said party, in particular sporting sanctions.

26. Furthermore, the allegation of Club C that due to the termination of the contract it lost all the investment made on the player cannot be followed as Club C is, in principle, entitled to receive training compensation for the training and education of the player since January 2012, when Club C and the player signed their first employment contract.

27. On account of all the above-mentioned considerations, the DRC concluded that the only objective criteria put at its disposal in the present matter in order to calculate any compensation due to Club C is the average between the remaining value of the breached contract and the player's new contract during the same period of time, in accordance with its long-standing and well-established jurisprudence.
28. In this context, the DRC established, on the one hand, that, at the time the player terminated the contract, i.e. at the end of the 2016/2017 season, the Club C contract was to run for another entire season, i.e. the season 2017/2018. The contractual value for the latter seasons amounts to EUR 143,000, which constitutes the residual value of the 2017/2018 season. On the other hand, the Chamber noted that, for the same season, the player was entitled to a total fixed remuneration of approximately EUR 105,000 with Club E. On the basis of the aforementioned financial contractual elements, the Chamber concluded that the average of remuneration between the contracts concluded by the player respectively with Club C and Club E over the relevant period of time amounted to EUR 124,000.

29. Furthermore, the DRC stressed that, as it remained undisputed that Club C paid the player his salary for the month of June 2017 in the amount EUR 11,916, the pro rata part of said salary in the amount of EUR 9,532 needs to be included in the compensation.

30. Consequently, on account of the above-mentioned considerations, in particular the circumstances and the specificities of the case at hand, the Chamber decided that the player must pay to Club C the amount of EUR 133,532, which is considered by the Chamber to be a fair and adequate amount as compensation for breach of contract.

31. Furthermore, in accordance with the unambiguous content of article 17 par. 2 of the Regulations, the Chamber established that Club E shall be jointly and severally liable for the payment of compensation.

32. In this respect, the Chamber was eager to point out that the joint liability of a player’s new club is independent from the question as to whether this new club has committed an inducement to contractual breach and finds a clear legal basis in art. 17 par. 2 of the Regulations. This conclusion is in line with the well-established jurisprudence of the Chamber that was repeatedly confirmed by the Court of Arbitration for Sport (CAS). Hence, the Chamber decided that Club E is jointly and severally liable for the payment of the relevant compensation.

33. The Chamber concluded its deliberations by establishing and any other claim lodged by the parties is rejected.

III. Decision of the Dispute Resolution Chamber

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

2. The counterclaim of the Respondent/Counter-Claimant, Club C, is partially accepted.
3. The Claimant/Counter-Respondent 1 is ordered to pay to the Respondent/Counter-Claimant, within 30 days as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 133,532.

4. The Counter-Respondent 2, Club E, is jointly and severally liable for the payment of the aforementioned compensation.

5. If the aforementioned amount in accordance with point 3. is not paid within the above-mentioned 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 Respondent/Counter-Claimant is rejected.

7. The Respondent/Counter-Claimant is directed to inform both the Claimant/Counter-Respondent 1 and the Counter-Respondent 2, immediately and directly, of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

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Note relating to the motivated decision (legal remedy):

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

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

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For the Dispute Resolution Chamber:

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Omar Ongaro
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Encl. CAS Directives