Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 31 July 2013,

in the following composition:

on the claim presented by the club,

club R, from country M

as *Claimant / Counter-Respondent*

against the player,

player B, from country L

as *Respondent 1 / Counter-Claimant*

and the club,

club S, from country L

as *Respondent 2*

regarding an employment-related dispute
arisen between the parties

I. Facts of the case

1. On 25 February 2011, club S from country L (hereinafter: *the Respondent 2*) and the club R from country M (hereinafter: *the Claimant / Counter-Respondent*), concluded a transfer agreement for the transfer of the player B from country L(hereinafter: *the Respondent 1 / Counter-Claimant*), from the Respondent 2 to the Claimant / Counter-Respondent for a transfer compensation amounting to EUR 120,000 (EUR 60,000 payable at the signing of the contract and EUR 60,000 payable on 30 April 2011).

2. On the same date, the Respondent 1 / Counter-Claimant and the Claimant / Counter-Respondent signed an employment contract (hereinafter: *the contract*) valid as from the date of signature until 31 December 2013.

3. The contract establishes the following remuneration system:
"Option A:
Until 30.06.2011 – currency of country M equality of 6,000 EUR monthly
Until 30.06.2012 – currency of country M equality of 7,000 EUR monthly
Until 30.06.2013 – currency of country M equality of 8,000 EUR monthly

The sums are neto – after social security and taxes.

Option B:
Monthly to the amount of currency of country M equality of 6,000 EUR until 25 day of the month, following the month for which it is payable.
(It can be used B only, or both options A and B)"

4. Clause IX.1.7 of the contract *states, inter alia, that "upon fault attributable to the club due to non-performance of financial obligations of the club towards the player, the contract shall be terminated by decision of the Football Union of country M Court of Arbitration*". This clause further determines "*as non-performance of financial obligations is considered the non-payment of two consecutive monthly remunerations following the payment due date*".

5. Clause VIII of the contract reads as follows: "*1. In any case of temporary incapacity to work the football player is obliged to immediately notify the club and to provide within 3 days a patient's card or medical certificate. 2. In case of illness of the football player, which is not due to his fault, as well as in case of occupational accident, he is entitled to compensation for temporary incapacity to work in accordance with the Social Security Code. When the club has not notified the competent authority of the occupational accident, the football player is entitled to continuous remuneration, which includes his basic monthly remuneration. […]*".

6. On 26 June 2012, the Claimant / Counter-Respondent lodged a claim against the Respondent 1 / Counter-Claimant and the Respondent 2 in front of FIFA for an alleged termination of contract without just cause by the Respondent 1 / Counter-Claimant and, subsequently, for inducement to breach of contract by the Respondent 2. In this regard, the Claimant / Counter-Respondent requested the following:
   - EUR 222,000 as compensation for breach of contract, corresponding to the remaining value of the contract;
   - "*the due interest for delay on this amount from the date of its claiming to the final payment of the principal amount*";
   - sporting sanctions to be imposed on the Respondent 1 / Counter-Claimant and the Respondent 2;
   - the costs of the procedure.

7. The Claimant / Counter-Respondent explained that on 14 March 2011, its physician diagnosed a chronic injury of the Respondent 1 / Counter-Claimant and, consequently, the Claimant / Counter-Respondent suggested a medical therapy and treatment which, according to it, the Respondent 1 / Counter-Claimant did not undergo. Later on, the Respondent 1 / Counter-Claimant was released to play with his national team, however, he could not play because of the same injury. According to the Claimant / Counter-Respondent, the Respondent 1 / Counter-Claimant returned after his release but did not fully participate in the training sessions of the team nor did he provide any certificates regarding his health condition.

8. Moreover, the Claimant / Counter-Respondent declared that thereafter, on 7 May 2011, the Respondent 1 / Counter-Claimant left the country and went back to country L and, as he was officially absent of training as from 10 May 2011, it opened a disciplinary action against the Respondent 1 / Counter-Claimant in compliance with the country M Labour Law and requested the Respondent 1 / Counter-Claimant to provide justifications for his absence.

9. On 23 May 2011, the Respondent 1 / Counter-Claimant sent an e-mail to the Claimant / Counter-Respondent by means of which he terminated the contract. In such communication, the Respondent 1 / Counter-Claimant rejected the disciplinary action of the Claimant / Counter-Respondent against him and stated that, due to the non-payment of salaries by the Claimant / Counter-Respondent, he terminated the contract on the basis of article 327 par. 2 of the country M Labour Code.

10. On 25 May 2011, the Claimant / Counter-Respondent replied to the Respondent 1 / Counter-Claimant, rejecting the arguments for termination put

forward by him and inviting him to provide all the relevant medical certificates that proved his absence from training sessions, in order to calculate and pay all the salaries and compensations for the period he was injured. According to the Claimant / Counter-Respondent, the Respondent 1 / Counter-Claimant did not reply to this letter and furthermore, on 15 July 2011, he signed an employment contract with the Respondent 2. The Claimant / Counter-Respondent declared that a representative from the Respondent 2 contacted it in order to settle the problems between the Respondent 1 / Counter-Claimant, the Claimant / Counter-Respondent and the Respondent 2, however, the Claimant / Counter-Respondent rejected every alleged offer made by the Respondent 2.

11. In view of the above, the Claimant / Counter-Respondent refused to issue the relevant ITC for the transfer of the Respondent 1 / Counter-Claimant to the Respondent 2 and, finally, the single judge of the Players' Status Committee of FIFA passed a decision authorizing the provisional registration of the Respondent 1 / Counter-Claimant with the Respondent 2.

12. The Claimant / Counter-Respondent concluded that the Respondent 1 / Counter-Claimant had no valid reason to terminate the contract due to non-payment of salaries, because the salaries for March and April 2011 were respectively due on 25 April and 25 May 2011. Also, the salary for the period of 25 - 28 February 2011 was paid, although delayed. According to the Claimant / Counter-Respondent, when the Respondent 1 / Counter-Claimant left the country and terminated the contract, the Claimant / Counter-Respondent had only the obligation to pay the March salary but no obligation to pay the April salary and therefore the condition of clause IX.1.7 of the contract, *i.e.* non-performance of financial obligations occurs when two consecutive monthly salaries are not paid, was not fulfilled. Additionally, the Claimant / Counter-Respondent deemed that the Respondent 1 / Counter-Claimant terminated the contract without just cause on 7 May 2011 when he left the country and that, in any case, the *Football Union of country M* Court of Arbitration should have decided about the termination of the contract, as specified in clause IX.1.7 of the contract.

13. In response to the claim, the Respondent 1 / Counter-Claimant alleged that, with regard to the injury diagnosed by the Claimant / Counter-Respondent, he followed the medical treatment established by the Claimant / Counter-Respondent and participated in all the trainings of the team "*to the extent his health permitted*".

14. Furthermore, the Respondent 1 / Counter-Claimant explained that he requested on several occasions the outstanding salaries from the Claimant / Counter-Respondent, but the latter did not give any explanations on the delay

of the payment of salaries. The Respondent 1 / Counter-Claimant further declared that he had to leave country M and go back to country L on 7 May 2011, because he had no means for living due to the non-payment of salaries by the Claimant / Counter-Respondent. The Respondent 1 / Counter-Claimant indicated that the only payment he ever received was the payment of *currency of country M* 1,042 (EUR 500) on 21 April 2011 corresponding to the salary of February 2011.

15. According to the Respondent 1 / Counter-Claimant, on 16 May 2011, he received a letter from the Claimant / Counter-Respondent inviting him to provide explanations about an alleged violation of "*labour discipline*", for not participating in the training sessions for five days. In response to this letter, on 23 May 2011, the Respondent 1 / Counter-Claimant rejected all the alleged violations of the "*labour discipline*" and terminated the contract with immediate effect. Moreover, the Respondent 1 / Counter-Claimant acknowledged to have signed a new employment contract with the Respondent 2 on 15 July 2011.

16. In turn, the Respondent 2 stated, in its response to the claim of the Claimant / Counter-Respondent, that on 26 June 2011, it offered the Claimant / Counter-Respondent, via e-mail, a settlement of the relations between the Respondent 2, the Respondent 1 / Counter-Claimant and the Claimant / Counter-Respondent. In this regard, the Respondent 2 made an offer to the Claimant / Counter-Respondent by means of which it proposed that it would i) not claim the amount of the transfer compensation for the Respondent 1 / Counter-Claimant's transfer still owed by the Claimant / Counter-Respondent (second installment which fell due on 30 April 2011), and ii) the Respondent 1 / Counter-Claimant would not claim the outstanding salaries from the Claimant / Counter-Respondent and instead, the Claimant / Counter-Respondent would let the Respondent 1 / Counter-Claimant sign an employment contract with the Respondent 2 as a free agent. Allegedly, the Claimant / Counter-Respondent did not reply to such offer or to the following one that was sent in the same terms, and rejected the issuance of the relevant ITC when requested by the FA of country L.

17. On account of the above, the Respondent 1 / Counter-Claimant, on 8 November 2012, lodged a counterclaim against the Claimant / Counter-Respondent, claiming outstanding salaries and compensation for breach of contract due to the Claimant / Counter-Respondent's failure to pay the Respondent 1 / Counter-Claimant his remuneration for two consecutive months. The Respondent 1 / Counter-Claimant requested to be awarded with the following:

- EUR 31,238 as outstanding salaries for the months of March (EUR 11,133), April (EUR 11,133) and May (EUR 8,972) 2011 plus "*5% p.a. penalty interest*";
- EUR 387,192 "*with 5% p.a. penalty interest*", as compensation corresponding to the residual value of the contract;
- legal expenses.

18. The Respondent 1 / Counter-Claimant explained that he terminated the contract with just cause. In this regard, the Respondent 1 / Counter-Claimant declared that he considered to be entitled to the remuneration specified in option A of the contract, which, according to him, was due on the last day of each month in accordance with the "*general principle of when salaries become due*".

19. With regard to the contractual provision stating that the contract should be terminated by decision of the *Football Union of country M* Court of Arbitration, the Respondent 1 / Counter-Claimant indicated that "*the DRC has in its jurisdiction confirmed that even if applicable rules (or contract provisions) provided for specific internal procedure to terminate a contract 'it could not restrict the right of the player to terminate the contract with just cause as established and recognized by the FIFA Regulations*".

20. The Claimant / Counter-Respondent replied to the Respondent 1 / Counter-Claimant's counterclaim and declared that the remuneration described under option B of the contract is the same as the one described under option A for the year 2011 and, therefore, there should not be any uncertainty about the maturity date of the monthly salary, as option B establishes that the salary would be paid on the 25th day of the following month. According to the Claimant / Counter-Respondent, possibly, there would only be ambiguity for the due date of the salary for the year 2012, however it is not the year in question.

21. Moreover, the Claimant / Counter-Respondent stated that the Respondent 1 / Counter-Claimant never approached it requesting the payment of alleged outstanding salaries; the first time the Respondent 1 / Counter-Claimant referred to the non-payment of salaries was in the termination letter sent on 23 May 2011. The Claimant / Counter-Respondent further repeated that the contract was terminated on 7 May 2011 by the Respondent 1 / Counter-Claimant, unilaterally and without just cause, when he left the country.

22. In addition, the Claimant / Counter-Respondent indicated that it provided the Respondent 1 / Counter-Claimant with accommodation, transport and even with food allowance, so it did not accept the Respondent 1 / Counter-

Claimant's argument that he had to leave the country because he had no means for living.

23. Subsequently, the Claimant / Counter-Respondent referred to the injury of the Respondent 1 / Counter-Claimant, and indicated that, according to the Social Security law of country M, the Respondent 1 / Counter-Claimant had the right to receive compensation for the period of disability every time he had certified such disability and, as he did not provide the Claimant / Counter-Respondent with the relevant medical certificates, the latter could not pay the Respondent 1 / Counter-Claimant the pertinent compensation. Therefore, the Claimant / Counter-Respondent concluded that the Respondent 1 / Counter-Claimant's salaries "*are not paid for reasons he is the only one to blame*".

24. The Respondent 1 / Counter-Claimant submitted his final statements, by means of which he acknowledged that he received accommodation, transportation and food allowances and further declared that the Claimant / Counter-Respondent had full access to the medical records of the Respondent 1 / Counter-Claimant and so it could have sent such records to the Social Security in order to receive the relevant compensation. Moreover, the Respondent 1 / Counter-Claimant acknowledged he made mistakes by not putting his requests for the salary payments in writing and further declared that he deemed the contract terminated as of 25 May 2011, when the Claimant / Counter-Respondent replied to his termination letter with "*no intentions to remedy its non-performance*".

25. Consequently, the Respondent 1 / Counter-Claimant reiterated all of his previous arguments and requested FIFA to consider the double taxation to which he would be subject to and therefore, increase the amounts requested in his counterclaim.

26. Finally, the Respondent 1 / Counter-Claimant confirmed that he signed a new employment contract with club S on 15 July 2011, valid as from the date of signature until 31 December 2014. According to the contract, the Respondent 1 / Counter-Claimant is entitled to a monthly remuneration in the amount of currency of country L 150,000 (approx. EUR 940).

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter referred to as *the DRC* or *the Chamber*) analysed whether it was competent to deal with the matter at stake. In this respect, it took note that the present matter was submitted to FIFA on 26 June 2012. Consequently, the previous edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2008; hereinafter: the *Procedural Rules*) is applicable to the matter at hand (cf. art. 21 par. 3 of the 2012 edition 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. a) of the Regulations on the Status and Transfer of Players (edition 2012) the Dispute Resolution Chamber shall adjudicate on disputes between clubs and players in relation to the maintenance of contractual stability where there has been an ITC request.

3. In continuation, the Chamber analysed which edition of the Regulations on the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, it referred, on the one hand, to art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (editions 2010 and 2012), and, on the other hand, to the fact that the present claim was lodged in front of FIFA on 26 June 2012. Therefore, the DRC concluded that the 2010 edition of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*), is applicable to the matter at hand as to the substance.

4. The competence of the Chamber and the applicable regulations having been established, the members of the Chamber entered into the substance of the matter. They started by acknowledging that on 25 February 2011, the Claimant / Counter-Respondent and the Respondent 1 / Counter-Claimant had signed an employment contract set to expire on 31 December 2013.

5. In continuation, the Chamber acknowledged that it had been uncontested by the parties that the Respondent 1 / Counter-Claimant left the country on 7 May 2011 and that he effectively and prematurely terminated the employment contract by means of a letter, on 23 May 2011, alleging that due to the non-payment of his salaries, he had no means for living. The Chamber noted, furthermore, that it was not disputed that the Respondent 1 / Counter-Claimant had signed a new employment contract with the Respondent 2 on 15 July 2011, valid until 31 December 2014.

6. The members of the Chamber acknowledged that it is at this juncture that the parties have divergent positions. In fact, while the Respondent 1 / Counter-Claimant considers that he had just cause to unilaterally terminate the contract, the Claimant / Counter-Respondent, on the other hand, sustains that, not only did the Respondent 1 / Counter-Claimant not have just cause, but he was already in breach of contract at that point in time.

7. In this regard, the Chamber noted that the Respondent 1 / Counter-Claimant considers having had just cause to terminate the contract, based, essentially on the allegation that the Claimant / Counter-Respondent had failed to pay him three monthly salaries for the months of March, April and May which, in the Respondent 1 / Counter-Claimant's understanding, were due at the end of each month.

8. Regarding the previous allegation, the members of the Chamber took note of the Claimant / Counter-Respondent's position, which was of the opinion that the salaries were due on the 25th day of the following month and, therefore, the player had no just cause to prematurely terminate the contract, as by the time of termination there was only one monthly salary outstanding and, thus, the condition for such termination set in the contract, *i.e.* at least two consecutive monthly remunerations unpaid, had not been fulfilled.

9. At this stage, the members of the Chamber deemed pertinent to point out that the Claimant / Counter-Respondent acknowledged the non-payment of at least one monthly salary (March 2011), as well as the delay in the payment of the salary for February 2011.

10. Following the above, the Chamber deemed it necessary to analyse whether the salary payments fell due at the end of the relevant month, as sustained by the Respondent 1 / Counter-Claimant, or rather on the 25th day of the following month, as asserted by the Claimant / Counter-Respondent. In this context, and after a thorough examination of the relevant arguments, the Chamber came to the conclusion that, as stated by the Claimant / Counter-Respondent and in accordance with point B of the employment contract, the monthly salaries indeed fell due on the 25th day of the following month. The Chamber concurred that, in absence of any evidence to the contrary, the salaries were due in accordance with option B of the contract, which was the only clause in the contract which specified the relevant payment dates.

11. Having established the above, and with reference to point II./9. above, the Chamber considered that by failing to pay the salaries of February 2011 on time and by failing to pay the salary of March 2011 at all, the Claimant /

Counter-Respondent did not fully fulfill its contractual obligations towards the Respondent 1 / Counter-Claimant.

12. Notwithstanding the above, the members of the Dispute Resolution Chamber wished to emphasize however that, according to the principle of contractual stability, the unilateral termination of a contract must be considered as an absolute last resort, where, given the particularities of the situation at stake, it could not be expected that one of the parties could reasonably continue to be bound by the contractual relationship. In what concerns financial obligations, one of the consequences of the aforementioned principle is that only a persistent and substantial non-compliance of these obligations could justify the unilateral termination of a contract.

13. In this regard, the Chamber acknowledged that, according to option B of the employment contract, the salaries payable to the Respondent 1 / Counter-Claimant until June 2011 in the amount of EUR 6,000 were due on the 25th day of the following month. In particular, the Chamber acknowledged that the salary of February 2011 was due on 25 March 2011, the salary of March 2011 was due on 25 April 2011, the salary of April 2011 was due on 25 May 2011 and the salary of May 2011 was due on 25 June 2011.

14. Consequently, the members of the Chamber considered that, by the time the Respondent 1 / Counter-Claimant terminated the contract on 23 May 2011, only one salary was effectively due to him, *i.e.* the salary of March 2011 which was to be paid on 25 April 2011.

15. In light of the above, the Chamber came to the unanimous conclusion that the non-payment of one monthly salary cannot be considered a persistent and material non-fulfilment of the Claimant / Counter-Respondent's contractual obligations, justifying the early unilateral termination of the contract by the Respondent 1 / Counter-Claimant.

16. Furthermore, the DRC referred to the fact that the Respondent 1 / Counter-Claimant left the country on 7 May 2011 and, in this respect, noted that the Respondent 1 / Counter-Claimant alleged he had no means for living due to the non-payment of salaries. In this regard, the members of the Chamber emphasized that the Claimant / Counter-Respondent asserted that it provided the Respondent 1 / Counter-Claimant with all the basic and primary means for living, *i.e.* accommodation, transport and food allowances and, what is more, the Respondent 1 / Counter-Claimant eventually acknowledged the receipt of these allowances. Therefore, the Chamber rejected the Respondent 1 / Counter-Claimant's argument in this respect.

17. In addition, the Chamber addressed the issue regarding the payment of the country M social security compensation to the Respondent 1 / Counter-Claimant for the time he was injured. To this end, the DRC took note that the contract envisaged that the Respondent 1 / Counter-Claimant should provide the Claimant / Counter-Respondent with the relevant medical certificates proving any health problem which prevented him from training which, in fact, the Respondent 1 / Counter-Claimant did not provide. In view of the lack of documentary evidence, the Chamber deemed that the Respondent 1 / Counter-Claimant had failed to prove that he was absent from the trainings due to medical conditions and, therefore, it could not take into consideration the Respondent 1 / Counter-Claimant's arguments and petitions in this respect.

18. Accordingly, and taking into account the above-mentioned considerations, the Dispute Resolution Chamber decided that the Respondent 1 / Counter-Claimant did not have just cause to unilaterally terminate the employment contract on 23 May 2011 and that, consequently, the Respondent 1 / Counter-Claimant is to be held liable for the early termination of the employment contact without just cause.

19. Consequently, the Chamber determined that the counter-claim lodged by the Respondent 1 / Counter-Claimant should be fully rejected.

20. Having established that the Respondent 1 / Counter-Claimant is to be held liable for the early termination of the employment contract without just cause, the Chamber focused its attention on the consequences of such termination. Taking into consideration art. 17 par. 1 of the Regulations, the Chamber decided that the Claimant / Counter-Respondent is entitled to receive from the Respondent 1 / Counter-Claimant an amount of money as compensation for breach of contract. Furthermore, in accordance with the unambiguous contents of article 17 par. 2 of the Regulations, the Chamber established that the Respondent 2 shall be jointly and severally liable for the payment of compensation.

21. Turning to the calculation of the amount of compensation for breach of contract in the case at stake, 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 and whether the contractual breach falls within a protected period. The DRC recalled that

the list of objective criteria is not exhaustive and that the broad scope of criteria indicated tends to ensure that a just and fair amount of compensation is awarded to the prejudiced party.

22. 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 Claimant / Counter-Respondent and the Respondent 1 / Counter-Claimant contains a provision by means of which the parties had beforehand agreed upon an amount of compensation for breach of contract. In this regard, the Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

23. Bearing in mind the foregoing, in order to calculate the amount of compensation due to the Claimant / Counter-Respondent in the present case, the Chamber firstly turned its attention to the remuneration and other benefits due to the Respondent 1 / Counter-Claimant under the existing contract and the new contract(s), which criterion was considered by the Chamber to be essential. In this context, the members of the Chamber deemed it important to emphasize that the wording of art. 17 par. 1 of the Regulations allows the DRC to take into consideration both the existing contract and the new contract(s) in the calculation of the amount of compensation, thus enabling the Chamber to gather indications as to the economic value attributed to a player by both his former and his new club(s).

24. In this regard, the DRC established, on the one hand, that the employment contract between the Claimant / Counter-Respondent and the Respondent 1 / Counter-Claimant, signed on 25 February 2011, provided for the Respondent 1 / Counter-Claimant a monthly remuneration payable until 30 June 2013. Therefore, and considering that the contract was terminated as of May 2011, the members of the Chamber deemed that the total value of the Respondent 1 / Counter-Claimant's employment agreement with the Claimant / Counter-Respondent for the remaining contractual period of 26 months was composed of the amount of EUR 12,000 for the months of May and June 2011, as well as the amount of EUR 72,000 for the season 2011/2012 and the amount of EUR 72,000 for the season 2012/2013, resulting in an aggregate amount of EUR 156,000.

25. In continuation, the Chamber noted that in accordance with the pertinent employment contract signed between the Respondent 1 / Counter-Claimant and the Respondent 2, valid as of 15 July 2011 until 31 December 2014, the Respondent 1 / Counter-Claimant was entitled to receive a monthly salary of currency of country L 150,000, corresponding to the amount of EUR 940. Consequently, the Chamber established that the value of the new employment

contract concluded between the Respondent 1 / Counter-Claimant and the new club for the period as from July 2011 until and including June 2013 amounted to currency of country L 3,450,000, corresponding to EUR 21,620.

26. Having stated the above, the DRC recalled that the remuneration paid by the Respondent 1 / Counter-Claimant's new club is particularly relevant in so far as it reflects the value attributed to his services by his new club at the moment the breach of contract occurs and possibly also provides an indication towards the player's market value at that time. In this regard, the DRC took due note that the Respondent 1 / Counter-Claimant appeared to have reduced his income considerably by concluding an employment contract with Respondent 2.

27. Taking into account the preceding paragraphs, the Chamber concluded that the average total salary for the remaining period of time of the two employments contract corresponded to an amount of approximately EUR 88,000.

28. Moreover, the members of the Chamber reiterated that the Claimant / Counter-Respondent had not yet paid the Respondent 1 / Counter-Claimant his salaries for the months of March and April 2011, corresponding to the total amount of EUR 12,000. The Chamber considered that the Claimant / Counter-Respondent had not put forward any valid reasons for such non-payment and, as a result, decided that, in accordance with the general legal principle of "*pacta sunt servanda*", the Respondent 1 / Counter-Claimant is entitled to those aforementioned salary payments. The Chamber concurred that, therefore, the amount of EUR 12,000 shall be deducted from the amount payable as compensation for breach of contract.

29. Furthermore, the members of the Chamber considered it important to recall that, although it had considered that the Respondent 1 / Counter-Claimant was to be held responsible for having terminated the contract without just cause, one should not omit the fact that the Claimant / Counter-Respondent's behaviour during the months leading up to the unilateral termination of the contract by the Respondent 1 / Counter-Claimant had not been without its flaws either. In particular, the Chamber recalled that the Claimant / Counter-Respondent had, from the very start of the contractual relationship, been in breach of its payment obligations. The salary of February 2011 was only paid in April 2011 and the salary of March 2011 had not been paid at all. The Chamber found that the foregoing consideration was a reason to further reduce the amount of compensation payable by the Respondent 1/ Counter-Claimant to the Claimant / Counter-Respondent.

30. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the DRC decided that the Respondent 1 / Counter-Claimant must pay the amount of EUR 60,000 to the Claimant / Counter-Respondent as compensation for breach of contract. Moreover, the Respondent 2 is jointly and severally liable for the payment of the relevant compensation.

31. In addition and with regard to the Claimant / Counter-Respondent's request for interest, the Chamber decided that the Claimant / Counter-Respondent is entitled to 5% interest *p.a.* on said amount as of 31 July 2013 until the date of effective payment.

32. Furthermore, the Dispute Resolution Chamber held that the Claimant / Counter-Respondent's claim for legal costs is rejected in accordance with art. 18 par. 4 of the Procedural Rules and the Dispute Resolution Chamber's respective longstanding jurisprudence.

33. The Chamber concluded its deliberations by rejecting any further claim of the Claimant / Counter-Respondent.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant / Counter-Respondent, club R, is partially accepted.

2. The counter-claim of the Respondent 1 / Counter-Claimant, player B, is rejected.

3. The Respondent 1 / Counter-Claimant has to pay to the Claimant / Counter-Respondent, **within 30 days** as from the date of notification of this decision, the amount of EUR 60,000 plus 5% interest *p.a.* on said amount as of 31 July 2013 until the date of effective payment.

4. The Respondent 2, club S, is jointly and severally liable for the payment of the aforementioned amount (cf. point 3).

5. If the aforementioned sum plus interests is not paid within the stated time limit, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.

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

7. The Claimant / Counter-Respondent is directed to inform the Respondent 1 / Counter-Claimant and the 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. 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
e-mail: info@tas-cas.org
www.tas-cas.org

For the Dispute Resolution Chamber:

Jérôme Valcke
Secretary General

Encl. CAS directives