Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 1 June 2005,

in the following composition:

Slim Aloulou (Tunisia), Chairman
Jean-Marie Philips (Belgium), member
Philippe Diallo (France), member
Philippe Piat (France), member
Michele Colucci (Italy), member

on the claim presented by

the player, X, Uganda,

as *Claimant*

against

the club, Y, Vietnam

as *Respondent*

regarding a contractual dispute between the player and the club,

Facts of the case

- On 16 January 2004, the parties signed an employment contract valid from 16 January 2004 until 16 June 2004.
- According to this contract, the player is entitled to a monthly salary amounting to USD 600 payable in two instalments of USD 300 each on the 15th and 30th day of the month.
- In addition, X is entitled to bonuses, lodging and free medical treatments.
- In accordance with article 2.8, the club is entitled to unilaterally terminate the contract "*after 15 days of notification of the contract termination in writing*", for reasons of disciplinary nature or linked to a decrease in the player's performance, failing to meet the club's requirements.
- After the *"ending"* of the contract, the club has the obligation to provide the player with a return air ticket.
- On 1 April 2004, the club rescinded the above-mentioned employment contract.
- According to the pertinent notice of termination, the player's contract was rescinded due to a decrease in the player's performance and his inability to meet the club's requirements.
- In April 2004, the player turned to FIFA claiming that the club terminated the contract without paying his salary for April, May, and June 2004, totalling USD 1,800.
- The club, for its part, confirms that it terminated the player's contract for the cause mentioned in the written notification and that all salaries from 16 January 2004 until 1 April 2004 have been paid to the player in full.
- The club has presented payment vouchers signed by the player in this regard.
- Furthermore, the parties signed a document dated 7 April 2004 in accordance with which the player agreed to receive USD 690 to cover the expenses related to a return air ticket to be bought by X and to leave the city of Y as from 12 April 2004 *"without any requirement to Y".*
- In addition, the player received an allowance of USD 100 in accordance with a receipt signed by the player on 7 April 2004
- In the light of the above, the club rejects the player's claim.
- In reaction to the club's response, the player reiterates that the April, May and June 2004 salaries, totalling USD 1,800, remain unpaid and he submitted a document made up in Vietnamese without any translation.
- In its final comments, the Vietnamese club refers to the above-mentioned document dated 7 April 2004 duly signed by the player and rejects the player's claim.

Considerations of the Dispute Resolution Chamber

The members of the Chamber firstly proceeded to confirm that in accordance with Article 42 of the FIFA Regulations for the Status and Transfer of Players the Chamber is competent to deal with the present matter.

It was duly noted that according to the player, he is entitled to receive his salaries until the date of expiry contained in the employment contract after the unilateral termination of the contract by the Vietnamese club.

The club, for its part, maintains that it has proceeded with the early termination of the employment contract given that the player's performance no longer met the club's requirements. The members of the Chamber noted that according to article 2.8 of the relevant contract, the club has a unilateral right to terminate the contract for such reason. However, in the light of the fact that this clause does not include any compensation to the benefit of the other party in the event of the club exercising this option and this option having been included to the benefit of one party only, the Chamber pointed out that such clause cannot be considered valid.

Even so, the members of the Chamber acknowledged that the player has signed an agreement with the Vietnamese club after the termination of his contract, which refers to the termination of the contractual relation between the parties concerned. In accordance with this document, which was duly studied by the Chamber, X confirms that, after having received an amount of money to cover his expenses relating to the purchase of an air ticket, he would leave Y *"without any requirement to Y"*. The members of the Chamber agreed that this document must be considered as a waiver duly signed by the player. By signing the said document dated 7 April 2004, the player waived all rights that he may have had towards the Vietnamese club. Consequently, the Chamber decided that it must reject the claim put forward by the player.

Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, X, is rejected.

2. According to art. 60 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 10 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:

Urs Linsi
General Secretary

Enclosed: CAS directives