FIFA

Decision of the Dispute Resolution Chamber

passed on 20 July 2020,

regarding an employment-related dispute concerning the player Nikolay Bodurov

COMPOSITION:

Omar Ongaro (Italy), Deputy Chairman
Roy Vermeer (Netherlands), member
José Luis Andrade (Portugal), member

CLAIMANT:

NIKOLAY BODUROV, Bulgaria
Represented by Mr. Georgi Gradev

RESPONDENT:

ESTEGHLAL, IR Iran

I. FACTS OF THE CASE

1. On 30 January 2020, the parties signed an employment agreement and a financial addendum ("contract") valid as from the date of signature until 31 May 2020.

2. According to Clause IV.1(a) of the contract, the Claimant had the "*right to be paid for the activity performed.*"

3. Clause 3 of the contract provided as follows:

   "*3.1. The value of the contract for the second half of the season 2019-2020 is EUR 125,000 net.*

   3.2 [The Respondent] shall pay to [the Claimant] an amount of EUR 25,000 net as advance payment for the second half season 2019/2020 which shall be paid upon signature of this contract and until 10 February 2020 at the latest.

   3.3 [The Respondent] shall pay [the Claimant] a salary of EUR 25,000 net in 4 instalments as follow:
   EUR 25,000 net on 5 March 2020;
   EUR 25,000 net on 5 April 2020;
   EUR 25,000 net on 5 May 2020;
   EUR 25,000 net on 31 May 2020.

   (…)

   3.5 [The Claimant's] incomes above as well as all other relevant payments under the contract refer to net amounts in Iran. Consequently, the amounts to be paid are net of taxes (including, but not limited to personal income tax, regional tax, municipal tax, or any other tax according to the legislation in force) and withholding tax. Therefore, [the Respondent] shall be responsible for any tax liability derived from the payments to be made to [the Claimant] pursuant to the contract and [the Respondent] shall pay the above said taxes and agreed net amounts.

   3.6 The amount of EUR 10,000 shall be paid to Mr Latchezar Tanev, Intermediary registered by the Bulgarian Football Union (BFU) (…) as agent fee. This amount shall be paid on the signing of [the Claimant's] contract, against an issued invoice."

4. According to clause 6.4 of the contract, the parties agreed to communicate, *inter alia*, via email, and the Respondent provided the following email address: afzali.tmo@gmail.com.

5. Under art. 7 of the contract, the parties agreed that the contract "*is governed by the FIFA Regulations and subsidiary by Swiss Law*", and that any dispute arising from it "*shall be exclusively settled by the legal bodies/committees/chambers of FIFA and, in particular, the FIFA Dispute Resolution Chamber.*"

6. On 21 May 2020, the Claimant lodged a claim before FIFA against the Respondent, claiming outstanding remuneration and compensation for breach of contract in the total amount of EUR 135,000, broken down as follows:

   Outstanding remuneration:

   - EUR 10,000 as sum due to the player's agent, with 5% interest *p.a.* as from 31 January 2020;

- EUR 25,000 as lump sum payment due on 10 February 2020, with 5% interest *p.a.* as from 11 February 2020;
- EUR 25,000, as lump sum payment due on 5 March 2020, with 5% interest *p.a.* as from 6 March 2020.

Compensation for breach of contract:

- EUR 75,000 as residual value of the contract in the period between March and May 2020;
- 5% interest *p.a.* on the abovementioned amounts as from 30 March 2020.

7. In his claim, the Claimant pointed out that on 14 March 2020, the Respondent announced that "*Esteghlal training will be closed until further notice*."

8. Furthermore, the Claimant explained that on the same day, and after the aforementioned message, he sent a default notice to the Respondent requesting the total amount of EUR 60,000 corresponding to EUR 25,000 net due by 10 February 2020 as per Clause 3.2 of the Contract, EUR 25,000 net due on 5 March 2020 as per Clause 3.3 of the Contract, and EUR 10,000 due on 30 January 2020 as per Clause 3.6 of the Contract. The Claimant gave a 15-days deadline to comply and stated that non-compliance would lead him to terminate the contract. The Claimant also announced that in view of the aforementioned suspension of training by the Respondent, he would remain outside of IR Iran until further notice.

9. Additionally, the Claimant stated that, in reply, the Respondent requested an extension of the deadline for payment, but did not specify its request. The Claimant indicated that he therefore gave a final deadline of 29 March 2020 in reply on the same day, and reminded the Respondent that failure to comply would lead him to terminate the contract under the provisions of art. 14bis of the Regulations on the Status and Transfer of Players (FIFA RSTP).

10. The Claimant declared that on 30 March 2020, after not having received any proof of payment(s) from the Respondent, he terminated the contract invoking just cause on the basis of outstanding remuneration.

11. Then, the Claimant explained that on 30 March 2020, after having terminated the contract, he received an email from the Respondent containing the following: "*the Player is officially invited to attend in Disciplinary Meeting with the Club Officials on Saturday 11 April via Skype to explain about leaving the country without the Club permission after technical staff asked for compulsory Quarantine and forced the players to stay home for avoiding the Corona Virus.*"

12. In reply, the Claimant sent on the same day a correspondence in which, *inter alia*, he informed the Respondent that it could not open disciplinary proceedings after his termination of the contract. Recalling CAS jurisprudence on the matter, the Claimant concluded that "*given Esteghlal FC's undisputed default towards Mr. Bodurov as of 10 February 2020, any sanction imposed on Mr. Bodurov after the latter date would be null and void.*"

13. The Claimant is of the opinion that he terminated the contract with just cause in line with art. 14bis of the FIFA RSTP in view of the lack of payment of the advance payment of EUR 25,000 that fell due on 10 February 2020, the salary of EUR 25,000 that fell due on 5 March 2020 as well as the intermediary fee of EUR 10,000 that fell due on 30 January 2020. The Claimant underlined that he

duly put the Respondent in default on 14 March 2020 and that he gave a 15-day deadline to comply, to no avail.

14. In particular, as to the intermediary fee, the Claimant argued the following:

"*In this respect, as a general rule, a person who, acting in his own name, has entered into a contract whereby performance is due to a third party is entitled to compel performance for the benefit of the said third party. This principle is enacted in Article 112.1 of the Swiss Code of Obligations, to which Clause 7.1 in fine of the Contract directly refers and, therefore, should be considered incorporated into the Contract by reference.*

32. In casu, assuming that Clause 3.6 of the Contract constitutes a pactum in favorem tertii, and given that Mr. Latchezar Tanev of Managing Agency Tanev was not a party to the Contract and has not accepted and has not compelled the performance of Clause 3.6 of the Contract, the Claimant is entitled to enforce the payment of EUR 10,000 due under the said clause."

15. The Claimant pointed out that on 27 March 2020, the Respondent had requested a deadline extension for the payment without specifying its request, therefore he argued that he had no other option but to ignore such request.

16. The Claimant concluded that he terminated the contract with just cause.

17. In its response, the Respondent asked for the rejection of the claim of the Claimant and that the Claimant be ordered to '*fulfil his undertakings and attend club and training sessions',* as well as to *'participate in official friendly matches*'.

18. In this respect, the Respondent argued that the Claimant, when signing the contract, should have been aware of the difficulties in the banking system of Iran, due to international financial sanctions. As a result of these circumstances, it is impossible for the Respondent to make timely payments.

19. Furthermore, the Respondent argues that as from 27 February 2020, Iran came under a lockdown due to the COVID-19 pandemic, that as from 29 February 2020, matches in Iran were held without audience as well as that as from 12 March 2020, all matches and training were cancelled.

20. The Respondent further explains that the competition is intended to restart on 24 June 2020.

21. According to the Respondent, the Claimant left Iran on 6 March 2020, without prior permission, on which date only "*1 outstanding debit*" was due to him, as well as EUR 10,000 to his agent.

22. The Respondent concludes that the Claimant terminated the contract without just cause during a force majeure, and during a period in which the contract was suspended, and that it will impose fines on him after 20 June 2020.

23. After having been requested to do so, the Claimant informed the FIFA Administration that he remained unemployed after the unilateral termination of the contract.

24. Furthermore, the Claimant stated that his unilateral termination was valid, even though the contract was suspended. Another interpretation would '*remind of the times of feudalism*'.

25. As to the Respondent's request to the Claimant to rejoin its team, the Claimant argues that '*he cannot be compelled to continue playing for the Respondent's team against his wish, moreover, given that the contract was effectively terminated on 30 March 2020 and, in any case, the contract was due to expire on 31 May 2020.*'

II. CONSIDERATIONS OF THE DISPUTE RESOLUTION CHAMBER

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was submitted to FIFA on 21 May 2020. Taking into account the wording of art. 21 of the 2019 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.

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 June 2020), the Dispute Resolution Chamber is competent to deal with the matter at stake. The matter concerns an employment-related dispute with an international dimension between a Bulgarian player and an Iranian club, except for the part of the claim addressed in paragraph II./32 below, and the competence is not disputed by the parties.

3. In continuation, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, the DRC confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (June 2020 edition), and considering that the claim was lodged on 21 May 2020, the March 2020 edition of the aforementioned regulations (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 Chamber entered into the substance of the matter. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation submitted by the parties. However, the Chamber emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for the assessment of the matter at hand.

5. Having said that, the members of the Chamber acknowledged that on 30 January 2020, the Claimant and the Respondent signed an employment agreement valid as from the date of signature until 31 May 2020, pursuant to which the Respondent undertook to pay to the Claimant, *inter alia*, the following amounts:

    - EUR 25,000 net, due on 10 February 2020;
    - EUR 25,000 net, due on 5 March 2020;
    - EUR 25,000 net, due on 5 April 2020;
    - EUR 25,000 net, due on 5 May 2020;
    - EUR 25,000 net, due on 31 May 2020;
    - EUR 10,000 as agent fee, due '*on the signing of [the Claimant's] contract, against an issued invoice.*'

6. What is more, the members of the Chamber noted that the Claimant explained that on 30 March 2020, he had terminated the contract in force between the parties, invoking a just cause because of several outstanding salaries.

7. The Claimant, on the one hand, maintained that the Respondent had cancelled all training sessions as from 14 March 2020, as a result of the COVID-19 pandemic, however that at said point in time, already 3 contractually agreed payments, amounting to a total of EUR 60,000, had remained outstanding. In this respect, the Claimant explains that on the same day, 14 March 2020, he had put the Respondent in default, requesting the payment of the overdue amount of EUR 60,000 and providing a 15 days deadline to comply with said request, however to no avail.

8. What is more, the Claimant explains that the Respondent – on 27 March 2020 - had requested an extension on the deadline for payment but did not specify its request. In addition, after not having received any payments from the Respondent on 29 March 2020 the latest, the Claimant unilaterally terminated the contract on 30 March 2020, due to outstanding remuneration in the total amount of EUR 60,000.

9. In addition, the Claimant argued that the Respondent, after the unilateral termination of the contract, invited him to attend a disciplinary hearing to explain why he had left Iran without permission from the Respondent and for not following the mandatory quarantine regulations as a result of COVID-19 outbreak. The Claimant explained that he did not have to follow said request, as any sanction imposed on him after the termination of the contract would be deemed null and void.

10. The Chamber noted that the Respondent, on the other hand, rejected the claim put forward by the Claimant and argued that, although not denying that it failed to pay the Claimant several outstanding salaries, the Claimant should have known that making timely payments in Iran is difficult, due to the complications in the Iranian banking system. Moreover, the Respondent explained that as from 27 February 2020, Iran came under a lockdown due to the COVID-19 pandemic, and subsequently, as from 12 March 2020, all matches and training were cancelled, however that the continuation of the competition was foreseen as of 24 June 2020.

11. Further, the Respondent alleged that the Claimant left Iran on 6 March 2020, without prior permission, on which date only "*1 outstanding debit*" was due to him, as well as EUR 10,000 to his agent. Based on the foregoing, the Respondent concluded that the Claimant terminated the contract without just cause. More specifically, the Claimant allegedly terminated the contract during a situation of force majeure, in a period in which the contract was suspended. As a result, the Respondent announced that it would impose fines on the Claimant after 20 June 2020.

12. The members of the Chamber highlighted that the underlying issue in this dispute, considering the diverging position of the parties, was to determine as to whether the contract had been terminated with or without just cause by the Claimant on 30 March 2020. The Chamber also underlined that, subsequently, it would be necessary to determine the consequences of the early termination of the contractual relation.

13. The Chamber, first of all, wished to highlight that the unilateral termination of the contract by the Claimant on 30 March 2020, was based on the fact that several contractually agreed amounts due to the Claimant, were not timely paid by the Respondent. The Respondent, on the other hand, while not contesting the outstanding amounts, pointed out that the Claimant already had left Iran on 6

March 2020 and that the termination on 30 March 2020 was made during a situation of force majeure, in a period in which the contract was suspended, due to the worldwide COVID-19 pandemic.

14. Having said that, the Chamber wished to refer to the fact that, in light of the worldwide COVID-19 outbreak, FIFA issued a set of guidelines, the COVID-19 Guidelines, which aim at providing appropriate guidance and recommendations to member associations and their stakeholders, to both mitigate the consequences of disruptions caused by COVID-19 and ensure that any response is harmonised in the common interest. Moreover, on 11 June 2020, FIFA has issued an additional document, referred to as FIFA COVID-19 FAQ, which provides clarification about the most relevant questions in connection with the regulatory consequences of the COVID-19 outbreak and identifies solutions for new regulatory matters.

15. Analysing the concept of a situation of force majeure, the members of the Chamber noted that, based on the contents of the FIFA COVID-19 Guidelines and the FIFA COVID-19 FAQ, FIFA did not declare that the COVID-19 outbreak was a force majeure situation in any specific country or territory, or that any specific employment or transfer agreement was impacted by the concept of force majeure.

16. In other words, in any given dispute, it is for a party invoking force majeure to establish the existence of said event under the applicable law/rules as well as the consequences that derive in connection thereto. The analysis of whether a situation of force majeure existed has to be considered on a case-by-case basis, taking into account all the relevant circumstances.

17. Furthermore, the deciding body recalled that the aforementioned COVID-19 documents issued by FIFA - as per the explicit wording of FAQ no. 16, as well as pages 6 and 7 of the FIFA COVID-19 Guidelines - are only applicable to "*unilateral variations to existing employment agreements*". Therefore, except where a termination of a contract occurred following a unilateral variation made as a result of COVID-19 (in which case the validity of the variation must first be assessed under the guidelines), said guidelines do not apply to assess unilateral terminations of existing employment agreements. The members of the Chamber further noted that for the assessment of disputes that are presented before the FIFA judicial bodies concerning the unilateral termination of a contract, the FIFA Regulations as well as the established jurisprudence of the Chamber, shall apply. The Chamber noted that, in the present case, there was no variation of the contract prior to its termination. The guidelines are therefore inapplicable and only the FIFA Regulations and the jurisprudence of the Chamber will apply.

18. Following these general observations, the members of the Chamber deemed it important to outline that it remained uncontested that the Respondent had not fulfilled its financial obligations set forth in the employment contract signed between the parties and that it failed to pay to the Claimant the advance lump sum payment of the salary due on 10 February and as well as the salary due on 5 March 2020, both amounts that fell due (shortly) before the suspension of the footballing activity on 12 March 2020 due to the outbreak of the COVID-19 pandemic.

19. As to the reasons brought forward by the Respondent to justify the non-payment of said salaries, the DRC was unanimous in its opinion that said argumentation, i.e. that it is due to restrictions in the service of the banking system in Iran, cannot justify the non-fulfilment of the Respondent's contractual obligations towards the Claimant.

20. Alike, the members of the Chamber pointed out that the two salary payments at stake should have been paid already before the suspension of the footballing activity in Iran due to the outbreak of the pandemic. Specifically, the Chamber concluded that the COVID-19 outbreak shall not be used as an opportunity to escape from debts that arose from contractually agreed payments that fell due already at an earlier stage.

21. Bearing in mind the above considerations, the DRC concluded that the Respondent had not provided any valid justification for the non-payment of the amounts that were outstanding at the time of the premature termination of the contract by the player.

22. Subsequently, the Chamber observed that the Claimant had unilaterally terminated the contract on 30 March 2020, after he had put the Respondent in default and granted a deadline of 15 days for the club to comply with its financial obligations. In this respect, reference was made to art. 14bis par. 1 of the Regulations, which, *inter alia*, stipulates that, in the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s).

23. The members concurred that these requirements were satisfied in the matter at hand. Consequently, in principle, the player is deemed to have had just cause to unilaterally terminate his contract.

24. Yet, the Respondent invokes two reasons trying to rebut this assumption. First, it claims that the player had been absent from the club without authorisation since 6 March 2020. In this respect, the Chamber noted that the player admits having left Iran at least since 14 March 2020, the day on which the club had informed the team that trainings were suspended until further notice. Indeed, the Claimant had communicated his respective decision to the club together with his default notice of 14 March 2020. Nothing on file indicates that the club had objected to the player's decision and informed him accordingly prior to 30 March 2020 (in fact, it appears that the first time the Respondent raised the issue of the player's absence was in its correspondence to the player in reaction to his termination notice).

25. In view of the above, the members of the Chamber concluded that the club's argument could not be sustained, since it appears to be a mere attempt to retroactively save the situation. This fact is corroborated by the circumstance that on 6 March 2020, the day on which the player allegedly left Iran, the club was already in breach of its financial obligations and could therefore not expect for the player to continue executing the contract.

26. As a second argument, the Respondent seems to invoke that the player was not allowed to terminate the contract because there was a force majeure situation.

27. In this regard, the DRC stated that, is this particular matter, the Respondent did not submit any form of documentary evidence or allegations that the situation it faced, was to be considered a situation of force majeure. Moreover, the Chamber referred to the fact that the Respondent only mentioned that the competition in Iran would supposedly continue after 24 June 2020, but did not further specify this allegation or indicated what consequences said continuation of the completion would have for the contractual relationship with the Claimant. As a result, no situation of force majeure could be established.

28. On account of all the above-mentioned considerations, specifically considering that, when the Claimant terminated the contract, two salary payments were due despite the fact that the Claimant provided the Respondent with 15 days to remedy the default, the Chamber decided that the Claimant had just cause to unilaterally terminate the employment relationship on 30 March 2020 based on art. 14bis par. 1 of the Regulations. Consequently, the Respondent is to be held liable for the respective consequences.

29. First of all, the members of the Chamber concurred that the Respondent must fulfil its obligations towards the Claimant as per the employment contract up until the date of termination of the contract in accordance with the general legal principle of "*pacta sunt servanda*".

30. On this basis the Chamber decided that the Respondent is liable to pay to the Claimant the salaries that were outstanding at the time of the termination, i.e. the amount of EUR 50,000 net, consisting of the overdue salary advance payment of EUR 25,000 due on 10 February 2020 and the salary due on 5 March 2020.

31. In addition, taking into account the Claimant's claim as well as the Chamber's longstanding jurisprudence in this respect, it was decided to award the Claimant interest of 5% p.a. as of the respective due dates.

32. As regards the part of the claim related to the agent fees submitted by the Claimant, the DRC pointed out that it does not qualify as an employment-related dispute. Indeed, it appears clear that the respective amount was to be paid by the Respondent to the agent for services provided by the latter in relation to the signing of the respective employment contract. As a result, the Chamber concluded that this part of the claim is to be considered inadmissible.

33. In continuation, the Chamber decided that, taking into consideration art. 17 par. 1 of the Regulations, the Claimant is entitled to receive from the Respondent compensation for breach of contract in addition to any outstanding remuneration on the basis of the relevant employment contract.

34. In this context, the Chamber outlined that, in accordance with said provision, 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 Claimant under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.

35. In application of the relevant provision, the Chamber held that it first of all had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of 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.

36. Subsequently, and in order to evaluate the compensation to be paid by the Respondent, the members of the Chamber took into account the remuneration due to the Claimant in accordance with the employment contract as well as the time remaining on the same contract, along with the professional

situation of the Claimant after the early termination occurred. In this respect, the Chamber pointed out that at the time of the termination of the employment contract on 30 March 2020, the contract would run until 31 May 2020. Consequently, taking into account the financial terms of the contract, the Chamber concluded that the remaining value of the contract as from its early termination by the Claimant until the regular expiry of the contract amounts to EUR 75,000 net and that such amount shall serve as the basis for the final determination of the amount of compensation for breach of contract.

37. In continuation, the Chamber remarked that following the early termination of the employment contract at the basis of the present dispute, the Claimant was not able to find new employment. As a result, the Claimant was not able to mitigate his damages.

38. In view of all of the above, and referring to art. 17 par. 1.2 i. of the Regulations, the Chamber decided that the Respondent must pay the amount of EUR 75,000 net to the Claimant as compensation for breach of contract without just case, which is considered by the Chamber to be a reasonable and justified amount as compensation.

39. In addition, taking into account the Claimant's claim as well as the Chamber's longstanding jurisprudence in this respect, it was decided to award the Claimant interest of 5% p.a. as of 21 May 2020 on the compensation payable.

40. In conclusion, the DRC decided that the Respondent is liable to pay the total amount of EUR 125,000 net to the Claimant, consisting of the amount of EUR 50,000 corresponding to the Claimant's outstanding remuneration at the time of the unilateral termination of the contract with just cause by the Claimant and the amount of EUR 75,000 corresponding to compensation for breach of contract.

41. The Dispute Resolution Chamber concluded its deliberations in the present matter stipulating that any further claim lodged by the Claimant is rejected. In conclusion, the Claimant's claim is partially accepted, insofar as it is admissible.

42. Furthermore, taking into account the consideration under number II./3. above, the Chamber referred to par. 1 and 2 of art. 24bis of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.

43. In this regard, the Chamber pointed out that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid and for the maximum duration of three entire and consecutive registration periods.

44. Therefore, bearing in mind the above, the DRC decided that, in the event that the Respondent does not pay the amounts due to the Claimant within 45 days as from the moment in which the Claimant, following the notification of the present decision, communicates the relevant bank details to the Respondent, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent in accordance with art. 24bis par. 2 and 4 of the Regulations.

45. Finally, the Chamber recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24bis par. 3 of the Regulations.

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III. DECISION OF THE DISPUTE RESOLUTION CHAMBER

1. The claim of the Claimant, Nikolay Bodurov, is partially accepted, insofar as it is admissible.

2. The Respondent, Esteghlal, has to pay to the Claimant, the following amounts:

   - EUR 50,000 net as outstanding remuneration plus 5% interest *p.a.* as follows:
     - on EUR 25,000 net, 5% interest *p.a.* as from 11 February 2020 until the date of effective payment;
     - on EUR 25,000 net, 5% interest *p.a.* as from 6 March 2020 until the date of effective payment;
   - EUR 75,000 net as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 21 May 2020 until the date of effective payment.

3. Any further claims of the Claimant are rejected.

4. The Claimant is directed to immediately and directly inform the Respondent of the relevant bank account to which the Respondent must pay the due amount.

5. The Respondent shall provide evidence of payment of the due amount in accordance with this decision to **psdfifa@fifa.org**, duly translated, if applicable, into one of the official FIFA languages (English, French, German, Spanish).

6. In the event that the amount due, plus interest as established above is not paid by the Respondent **within 45 days,** as from the notification by the Claimant of the relevant bank details to the Respondent, the following consequences shall arise:

   1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid.
      (cf. art. 24bis of the Regulations on the Status and Transfer of Players).

   2. In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.

For the Dispute Resolution Chamber:

Emilio García Silvero
Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE PUBLICATION:

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 20 of the Procedural Rules).

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