Decision of the
Dispute Resolution Chamber
passed on 8 April 2021

regarding an employment-related dispute concerning the player Leo Schwechlen

COMPOSITION:

Geoff Thompson (England), Chairman
Tomislav Kasalo (Croatia), member
Jérôme Perlemuter (France), member

CLAIMANT 1 / RESPONDENT:

Leo Schwechlen, France
Represented by Mr Osama Al Sabbagh

CLAIMANT 2 / RESPONDENT::

Göztepe AS, Turkey
Represented by Mr Ludovic Deléchat

INTERVENING PARTY:

BB Erzerumspor, Turkey

I. FACTS

1. On 5 August 2019, the French player Leo Schwechlen (hereinafter: *the Claimant 1 / Respondent* or *the player*) and the Turkish club Göztepe AS (hereinafter: *the Claimant 2 / Respondent* or *the club)* entered into an employment agreement (hereinafter: *the contract*), valid between the date of signature and 31 May 2020.

2. Based on the contract, the player was entitled to receive the total amount of EUR 370,000 net, to be paid in ten instalments of EUR 37,000 each.

3. Article 3.28 of the contract stipulates the following: '*In case the games continue to be played and the games such as play-off, play-out, ascent to an upper league, relegation, etc. are being played after the date of termination of this contract, then it is accepted that the contract term is extended until after the date when all the games are fully ceased*'.

4. Furthermore, based on the sector "*Special Conditions*" in the contract, the player was entitled to receive a monthly amount of EUR 1,500 for accommodation allowance.

5. On 21 April 2020, the player received an email form the club, in which it was announced that the club was willing to renegotiate the contracts.

6. On 23 May 2020, the club send an email to its players, informing them that "*it must apply a minimum 20% reduction on the contract's total value of the contracts for 2019-2020 in case the season is completed and that contracts will be automatically extended until the end of the season*".

7. After the aforementioned correspondence, the club on 27 May 2020 sent a draft agreement to the player, by means of which he would waive 20% of his total remuneration and by means of which the contract would be extended by 2 months, due to the extended season in Turkey as a result of the COVID-19 pandemic. On 28 May 2020, the player rejected said proposal.

8. On 1 June 2020, the player put the club in default for the amount of EUR 154,000 as overdue payables for the salaries of the months of December (half), January, February and March 2020, however to no avail.

9. On 17 June 2020, the player unilaterally terminated the contact with the club.

10. On 23 July 2020, the player lodged a claim in front of FIFA against the club, claimed the following amounts:

    EUR 154,000, plus 5% interest *p.a.* until the date of effective payment as follows:
    - 5% interest *p.a.* on the amount of EUR 38,500 as from 1 March 2020;
    - 5% interest *p.a.* on the amount of EUR 38,500 as from 1 April 2020;
    - 5% interest *p.a.* on the amount of EUR 38,500 as from 1 May 2020;
    - 5% interest *p.a.* on the amount of EUR 38,500 as from 1 June 2020;

EUR 38,500 as compensation for breach of contract, plus 5% interest p.a. until the date of effective payment, calculated as from the 23 July 2020.

11. In his claim, the player explains that the club was substantially in delay of its financial obligations, and that it was already in breach of its contractual obligations before the outbreak of the COVID-19 pandemic.

12. What is more, according to the player, the club falsely assumed that the situation it was in, was a situation of *force majeure* and that it should have also investigated whether adequate income support was possible, instead of simply proposing a reduction of 20% of the player's remuneration.

13. The player further argues that – by proposing that his salary would be lowered with 20% and that the contract would be extended until the end of the extended season – he would effectively waive 4 monthly salaries and the club did not negotiate in good faith with him.

14. Finally, the player explains that he only claims an amount of EUR 38,500 as compensation for breach of contract (opposed to the EUR 77,000 that was the value for the remaining period of the contract until the end of July 2020), as '*given that he had stopped training for one month: between the 21 March and the 21 April 2020 (despite severe irregularities in the announced suspension and no adequate substitution income during that period).*'

15. In its reply to the claim of the player, the club reiterated the contents of its claim dated 25 July 2020 and additionally pointed out that the player did not prove that the club had any outstanding remuneration prior to the COVID-19 pandemic.

16. What is more, the club explains that it suffered an unprecedented financial crisis and further explains that article 14bis of the FIFA Regulations is not applicable to the matter at hand, *'considering the good-faith, constructive and equitable efforts of the Club along with proportionality and rationality of the proposal submitted to the Player*'.

17. On 25 July 2020, the club lodged a claim in front of FIFA against the player, claimed the amount of EUR 124,211, as well as 5% interest *p.a.* as from 17 June 2020 as compensation for breach of contract by the player.

18. In its claim, the club explains that at the end of February 2020, the COVID-19 pandemic broke out in Turkey, as a result of which on 19 March 2020, the Turkish Football Federation (TFF) suspended all the football activities in Turkey.

19. The club explains that in the months of April and May 2020, it negotiated with its players, as well as with the player, about a variation to the contract in view if the '*economic situation of football world*', however that the parties were not able to find an agreement.

20. Further, the club explains that the player send a default notice to the club on 1 June 2020, in which he already threatened to terminate the contract if the club would not pay in full the overdue salaries. Eventually, the player unilaterally terminated the contract on 17 June 2020.

21. The club argues that at the time of the termination of the contract on 17 June 2020, only the February 2020 salary was outstanding, while the other salaries for March, April and May were only suspended.

22. Moreover, the club argues that it in good faith tried to negotiate with the player, to amend the contract in a reasonable and proportionate way. However, since the player terminated the contract in the middle of negotiations with the club, the club is of the opinion that such termination was made without just cause.

23. In reply to the club's claim, the player reiterated the contents of his claim dated 23 July 2020, however, claimed a higher amount of compensation for breach of contract, i.e. the amount of EUR 77,000 (the salaries for the months of June and July 2020, as according to the player '*His career is in jeopardy as the Club was rarely using his services, although Goztepe pretended that the Player was a big loss for the months of June and July*'.

24. Further, the player explains that the club always made the salary payments on an irregularly basis, and that for instance in April 2020, it was still settling its debts from the December 2019 salary.

25. Moreover, the player is of the opinion that the club never send an official confirmation that his contract would be suspended.

26. In addition, the player explains that the club never provided '*proper insurance cover*', nor was there an '*alternative income support arrangement*' in place.

27. The player also explains that the proposed amendment to the contract by the club was not made in line with the recommendations of the TFF with respect to amendment of contracts during the COVID-19 pandemic, as the decision that the contract would be suspended was never communicated to the player.

28. Subsequently, the player is of the opinion that the contract was never suspended (as he remained training by himself on 21 April and with the entire team on 27 April 2020, and the club's communications were not clear in this respect), and that the club mainly wanted to renegotiate the financial obligations it had towards its players. The player argues that said negotiations were not made in good faith and that the club was mainly aiming at a unilateral amendment of the contract, i.e. the salary reduction of 20%, as well as an extension of the contract for the months of June and July 2020.

29. What is more, the player explains that the club did not submit any documentary evidence that the financial problems were mainly caused by the COVID-19 pandemic. According to the player, Turkish clubs have already been in delay of their contractual obligations and reported substantial losses for the fourth year in a row. Moreover, the player explains that '*the Turkish TV broadcaster*

Digiturk resumed payment to the TFF (and thence to clubs) on 19 June 2020, hence providing the most significant source of income to Turkish clubs'.

30. In conclusion, the player argues that it was never the club's intention to find a balanced agreement, as it could also have announced that the contract would be extended until July 2020 without any salary reduction, and that the overdue salaries would be paid gradually.

31. As to the claimed salaries, the player points out that the salaries for February and March 2020 were overdue at the moment the club announced the alleged suspension of the contract.

32. In its reply to the amended claim of the player, the club argued that it always communicated in a proper way with the player in order to find a solution for the problems occurred because of the COVID-19 pandemic.

33. In this respect, the club submitted a detailed report, on the basis of which the club concludes that due its conclusive losses over the 2019-2020 season, as a result of the lockdown and the COVID-19 pandemic, the club's cash flow was very negatively impacted and '*revising the contracts became unavoidable*'.

34. Moreover, the club argues that it attempted to reach a proportional mutual agreement with the player, as it contacted the player on several occasions, taking a clear and proactive stand towards him. What is more, the applied reduction of 20% was applicable to all the employees of the club, and almost all the employees of the club agreed with it.

35. In addition, the club argues that the 20% reduction of the salary is '*totally proportionate*' (as the player would instead of EUR 370,000 still get a yearly salary of EUR 296,000) and had to be made in order for the club to survive. The club is of the opinion that the player acted against the good faith principle by leaving the club and going back to his former team.

36. Moreover, the club explains that the player did not prove that the club had '*any outstanding remuneration whatsoever prior to the COVID-19 pandemic*', and also argues that art. 14bis cannot be applicable in the matter at hand.

37. Finally, the club considers the player's request for compensation for the months of June and July '*absurd, malicious and without any contractual basis*' and asks for the rejection of said request.

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 claim of Claimant 1 / Respondent was submitted to FIFA on 23 July 2020, that the claim of the club was submitted to FIFA on 25 July 2020 and that the matter at hand was decided on 8 April 2021. Taking into account the wording of art. 21 of the 2021 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 August 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 French player and a Turkish club, with the involvement of another Turkish club, 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 (August 2020 edition), and considering that the claims were lodged on 23 July and 25 July 2020, the June 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. The members of the Chamber acknowledged that the parties were bound by an employment contract, which was signed on 5 August 2019 and valid as from 5 August 2019 until 31 May 2020, however that the parties – in view of the COVID-19 pandemic and the extended season in Turkey, allegedly agreed upon an extension of the contract for two additional months, i.e. until 31 July 2020.

6. The Claimant 1 / Respondent, on the one hand, maintains that the employment contract was terminated by him with just cause on 17 June 2020, as a result of the Claimant 2 / Respondent's delay in the payment of his monthly remuneration, in the period as from February 2020. The Claimant 2 / Respondent, on the other hand, rejects such claim and lodged a separate claim against the Claimant 1 / Respondent, maintaining that the latter had acted in violation of its contractual obligations as the parties were negotiating on the variation of the contract, in view of the financial consequences the Claimant 2 / Respondent was suffering as a result of the COVID-19 pandemic. In conclusion, the Claimant 2 / Respondent is of the opinion that the Claimant 1 /

Respondent had terminated the contract without just cause on 17 June 2020 and claimed an amount of EUR 124,211 to be paid by the Claimant 1 / Respondent.

7. The Chamber highlighted that the underlying issue in this dispute, considering the conflicting positions of the parties, was to determine whether the employment contract had been prematurely and unilaterally terminated with or without just cause by either of the parties. The DRC also underlined that, subsequently, it would be necessary to determine the consequences for the party that is to be held liable for the breach of the employment contract.

8. In continuation, the Chamber, first and foremost, analysed on which date the contract between the parties was terminated and by whom. In this respect, the Chamber noted that – after having put the Claimant 2 / Respondent in default on 1 June 2020 - on 17 June 2020, the Claimant 1 / Respondent issued a letter to the Claimant 2 / Respondent, indicating that he terminated the contract with immediate effect.

9. The members of the Chamber pointed out that, given the claim of the Claimant 1 / Respondent and the separate claim of the Claimant 2 / Respondent, it had to analyse whether on the basis of the documentation presented by the parties, it could draw its conclusions as to which party was to be held responsible for the termination of the contract.

10. In this respect, the Chamber referred to the content of art. 12 par. 3 of the Procedural Rules, in accordance with which any party claiming a right on the basis of an alleged fact shall carry the burden of proof.

11. In this regard and taken into account the argumentation submitted by the parties, the Chamber first of all 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 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.

12. In this respect, the Chamber underlined that, according to the COVID-19 Guidelines, clubs and employees (players and coaches) are strongly encouraged to work together to find appropriate collective agreements on a club or league basis regarding employment conditions for any period where the competition is suspended due to the COVID-19 outbreak.

13. Equally, the members of the Chamber recalled that, as per the said document, where clubs and employees cannot reach an agreement, a unilateral variation of the terms of a contract may only be possible if the applicable national law permits it or in case it is envisaged by an existing collective (bargaining) agreement signed between clubs and players representatives. If the applicable national law does not address the situation or collective agreements with a players' union are not an option or not applicable, unilateral decisions to vary terms and conditions of contracts will only

be recognized by FIFA's Dispute Resolution Chamber (DRC) or Players' Status Committee (PSC) where they were made in good faith, are reasonable and proportionate.

14. Entering into the analysis of the relevant circumstances, the Chamber wished to point out that from the sequence of the events in the matter at hand, it remained unclear whether the FIFA COVID-19 Guidelines are applicable at all to the matter at hand. In the opinion of the members of the Chamber, from the documentary evidence provided by the parties as well as the description of the facts of the case, it could not established that the Claimant 2 / Respondent officially suspended the contract, and duly informed the Claimant 1 / Respondent about said circumstance. The Chamber was of the clear opinion that the Claimant 2 / Respondent, rather than informing the Claimant 1 / Respondent about a possible suspension of the contract, it merely stopped paying him his monthly salaries.

15. The aforementioned circumstance led the members of the Chamber to the conclusion that it could not be established with certainty that the FIFA COVID-19 Guidelines would be applicable to the matter at hand, as no variation of the contract could be established.

16. What is more, even if the FIFA COVID19 Guidelines would apply, the members of the Chamber wished to point out that it turned out that it could not be denied that the Claimant 2 / Respondent was indeed suffering from the financial consequences and as a result thereof, it was negotiating with its employees in order to find an amicable settlement on the variation of the contracts. The members of the Chamber noted in this respect that the Claimant 2 / Respondent had offered to the Claimant 1 / Respondent to negotiate on the variation of his contract and later send a proposal to the Claimant 1 / Respondent, proposing to extend his contract with two additional months and to apply a reduction of 20% of the total value of the contract.

17. With respect to the negotiations, the members of the Chamber were of the unanimous opinion that said negotiations cannot be considered as made in good faith. It appears that after a first initial attempt to negotiate with its employees, on 23 and 27 May 2020, the Claimant 2 / Respondent tried to unilaterally vary the (financial) conditions of the contract, without asking the permission of the Claimant 1 / Respondent. Such circumstances do, according to the members of the Chamber, not qualify as complying with the FIFA COVID-19 Guidelines.

18. In view of the foregoing, the members of the Chamber concluded that the salaries for the period between February 2020 and May 2020 cannot be subject to a possible reduction, since there appeared to be no agreement between the parties on said reduction and no good faith negotiations had taken place. Hence, the members of the Chamber concluded that the Claimant 2 / Respondent should pay in full the contractually agreed salaries to the Claimant 1 / Respondent.

19. Moreover, as the Claimant 2 / Respondent could – in the opinion of the members of the Chamber - not bring forward any valid reasons for the non-payment of the salaries in the period between February and May 2020, as well as taken into account that the February 2020 was already due before the outbreak of the COVID-19 pandemic, the Chamber came to the conclusion that the Claimant 2 / Respondent had seriously neglected its financial obligations towards the Claimant 1 / Respondent.

20. On account of the above, the Chamber decided that the Claimant 1 / Respondent had just cause to unilaterally terminate the employment relationship between him and the Claimant 2 / Respondent and that, consequently, the Claimant 2 / Respondent is to be held liable for the consequences of the early termination of the contract.

21. Bearing in mind the previous considerations, the Chamber went on to deal with the consequences of the early termination of the employment contract with just cause by the Claimant 1 / Respondent.

22. First of all, the members of the Chamber concurred that the Claimant 2 / Respondent must fulfil its obligations as per employment contract up until the date of termination of the contract in accordance with the general legal principle of "*pacta sunt servanda*".

23. Consequently, the Chamber decided that the Claimant 2 / Respondent is liable to pay to the Claimant 1 / Respondent the remuneration that was outstanding at the time of the termination i.e. the amount of EUR 154,000, consisting of four monthly salaries of EUR 38,500 each for the period between February and May 2020.

24. In addition, in line the Chambers' well-established jurisprudence, the Chamber decided to grant 5% interest *p.a.* on the aforementioned amount of EUR 154,000 as from the respective due dates.

25. In continuation, the Chamber decided that, taking into consideration art. 17 par. 1 of the Regulations, the Claimant 1 / Respondent is entitled to receive from the Claimant 2 / Respondent compensation for breach of contract in addition to any outstanding salaries based on the relevant employment contract.

26. 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 1 / Respondent 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.

27. 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.

28. Subsequently, and in order to evaluate the compensation to be paid by the Claimant 2 / Respondent, the members of the Chamber took into account the remuneration due to the Claimant 1 / Respondent in accordance with the employment contract as well as the time

remaining on the same contract, along with the professional situation of the Claimant 1 / Respondent after the early termination occurred.

29. In this respect, the Chamber pointed out that at the time of the termination of the employment contract on 17 June 2020, the parties appear to have tacitly extended the contract for an additional two months, as none of the parties contested that the contract was still in force on 17 June 2020, the day the Claimant 1 / Respondent send his termination letter. As a result, the Chamber concluded that the contract would still run for another 2 months, i.e. until 31 July 2020, in which a total amount of EUR 77,000 was still to be paid. 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 until the regular expiry of the contract amounts to EUR 77,000 and that such amount shall serve as the basis for the final determination of the amount of compensation for breach of contract.

30. In continuation, the Chamber remarked that following the early termination of the employment contract at the basis of the present dispute the Claimant 1 / Respondent had found new employment with the Turkish club BB Erzurumspor. With said club, the Claimant 1 / Respondent signed an employment contract valid as from 5 October 2020 until 31 May 2021, in accordance with which he would be remunerated with the '*legal minim wage*', i.e. an amount of TRY 2,324 net or EUR 259.27 net per month for the year 2020, and an amount of TRY 2,826 net or EUR 315.64 net per month for the year 2021. Therefore, the Claimant 1 / Respondent mitigated his damages with the approximately EUR 2,355. Consequently, in accordance with the constant practice of the Dispute Resolution Chamber and the general obligation of the Claimant 1 / Respondent to mitigate his damages, such remuneration under the new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract, leading to a mitigated compensation of EUR 74,645.

31. Subsequently, the Chamber turned its attention to art. 17 par. 1 lit. ii) of the Regulations, according to which a player is entitled to an additional compensation of three monthly salaries, subject to the early termination of the contract being due to overdue payables. In case of egregious circumstances, the additional compensation may be increased up to a maximum of six monthly salaries, whereby the overall compensation may never exceed the rest value of the prematurely terminated contract.

32. With the above in mind, the Chamber decided to award the Claimant 1 / Respondent additional compensation corresponding to three monthly salaries, i.e. EUR 115,500, in accordance with the above-mentioned provision, however also taking into account that the amount of the residual value of the contract, i.e. EUR 77,000 cannot be exceeded.

33. In view of all of the above, the Chamber decided that the Claimant 2 / Respondent must pay the amount of EUR 77,000 the Claimant 1 / Respondent as compensation for breach of contract, which is considered by the Chamber to be a reasonable and justified amount as compensation.

34. In addition, in line the Chambers' well-established jurisprudence, the Chamber decided to grant 5% interest *p.a.* on the aforementioned amount of EUR 77,000 as from the date of claim, 23 July 2020.

35. In conclusion, the DRC decided that the Claimant 2 / Respondent is liable to pay the total amount of EUR 231,000 to the Claimant 1 / Respondent, consisting of the amount of EUR 154,000 corresponding to the Claimant 1 / Respondent's outstanding remuneration at the time of the unilateral termination of the contract without just cause by the Claimant 2 / Respondent and the amount of EUR 77,000 corresponding to compensation for breach of contract without just cause.

36. The Chamber concluded its deliberations in the present matter by establishing that the claim of the Claimant 1 / Respondent is accepted and that the claim of the Claimant 2 / Respondent is rejected.

37. 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.

38. 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.

39. Therefore, bearing in mind the above, the DRC decided that, in the event that the Claimant 2 / Respondent does not pay the amounts due to the Claimant 1 / Respondent within 45 days as from the moment in which the Claimant 1 / Respondent, following the notification of the present decision, communicates the relevant bank details to the Claimant 2 / 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 Claimant 2 / Respondent in accordance with art. 24bis par. 2 and 4 of the Regulations.

40. 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.

III. DECISION OF THE DISPUTE RESOLUTION CHAMBER

1. The claim of the Claimant 1 / Respondent, Leo Schwechlen, is accepted.

2. The claim of the Claimant 2 / Respondent, Göztepe AS, is rejected.

3. The Claimant 2 / Respondent, Göztepe AS, has to pay to the Claimant, the following amounts:

   - EUR 154,000 net as outstanding remuneration, plus 5% interest *p.a.* as until the date of effective payment, as follows:
     - on the amount of EUR 38,500 as from 1 March 2020;
     - on the amount of EUR 38,500 as from 1 April 2020;
     - on the amount of EUR 38,500 as from 1 May 2020;
     - on the amount of EUR 38,500 as from 1 June 2020.

   - EUR 77,000 net as compensation for breach of contract, plus 5% interest *p.a.* as from 23 July 2020 until the date of effective payment, as follows:

4. The Claimant 1 / Respondent is directed to immediately and directly inform the Claimant 2 / Respondent of the relevant bank account to which the Claimant 2 / Respondent must pay the due amount.

5. The Claimant 2 / 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 Claimant 2 / Respondent **within 45 days,** as from the notification by the Claimant 1 / Respondent of the relevant bank details to the Claimant 2 / Respondent, the following consequences shall arise:

   1. The Respondent / Counter-Claimant 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.

7. This decision is rendered without costs.

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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