

Decision of the Dispute Resolution Chamber

passed on 19 August 2021

regarding an employment-related dispute concerning the player Jardson Almeida Monteiro

COMPOSITION:

Clifford HENDEL (USA & France), Deputy Chairman
Roy VERMEER (The Netherlands)
Pavel PIVOVAROV (Russia), member

CLAIMANT:

Jardson Almeida Monteiro, Brazil
Represented by Tannuri Ribeiro Advogados

RESPONDENT:

Olympic Club Safi, Morocco
Represented by Mr Mohamed Ghazi

I. Facts

1. On 24 November 2020, the player and Olympic Club Safi (hereinafter: Safi) concluded an employment contract valid as from the date of signature until 30 June 2022.
2. According to clause 5.1., lit a) of the Employment Contract, the Player was entitled to receive the following remuneration:
 - MAD 18,000 per month, during the season 2020/2021;
 - MAD 18,000 per month, during the season 2021/2022.
3. In addition, the contract stipulated that the player was entitled to the following:
"Une prime de signature du contrat d'un montant total brut de: 350.000,00 dirhams (trente cent cinquante mille dirhams), payable dès homologation du contrat".
Free translation into English:
"A contract signing bonus of a total gross amount of: 350,000.00 dirhams (thirty hundred and fifty thousand dirhams), payable upon approval of the contract".
4. Moreover, following clause 5.2 of the contract, the player was entitled to the following:
"1 billet d'avion chacun pour le joueur, son épouse et sa fille, aller et retour par an de casa au brésil »
Free translation into English:
"1 plane ticket each for the player, his wife and his daughter, round trip per year from casa to brazil"
5. Art. 16 of the contract stipulated the following:
« En cas de contestation et/ ou de litige de l'exécution et/ou de l'interprétation des clauses du présent contrat, les parties sont tenues de recourir à tous les moyens et procédures en vue d'un règlement amiable du litige.
En cas d'échec, le différend est soumis, par l'une ou l'autre partie, à la chambre de résolution des litiges de la Fédération Royale Marocaine de Football .
Les décisions de la chambre de résolutions des litiges de la FRMF sont susceptibles de recours conformément aux dispositions des statuts et règlements de la FRMF... »
Free translation into English:
"In case of dispute and/or litigation regarding the execution and/or interpretation of the clauses of the present contract, the parties are bound to use all means and procedures in order to settle the dispute amicably.
In case of failure, the dispute shall be submitted, by either party, to the Dispute Resolution Chamber of the Royal Moroccan Football Federation.
The decisions of the FRMF's dispute resolution chamber are subject to appeal in accordance with the provisions of the FRMF's statutes and regulations...
6. On 2 February 2021, the player sent a default notice indicating the following:
"the Club has failed to pay the monthly salaries of December 2020 and January 2021 as well as the signing fee in its entirety to date
(...)
as a gesture of goodwill from your side, [we] expect you to immediately make the payment corresponding to MAD 386,000.00 (three hundred and eighty-six thousand dirhams) regarding the unpaid salaries due in December 2020 and January 2021, as well as the signing fee"

7. On 18 February 2021, the player sent a new default notice, setting a deadline of 10 days to pay the amount of MAD 350,000.
8. On 28 February 2021, Safi, via its legal representative, replied as follows:

*"Your threat to terminate the contract for non-payment of the signing bonus is excessive, to say the least.
In other words, my client intends to pay the outstanding amount and, according to the following schedule the following schedule:
50% by the end of March 2021 and the remainder to be paid by the end of April 2021."*
9. On 1 March 2021, the player replied as follows:

*"we wish to inform you that the Player – in good faith – agrees to the payment terms proposed by the Club.
Notwithstanding, we draw your best attention to the fact that if the Club fails to make the payment of the signing fee in its entirety within the prescribed timeline, the Player will have no other alternative except to lodge a claim before the competent decision-making body."*
10. On 1 April 2021, the player sent another default notice with the following contents:

*"Club has unfortunately failed to comply with the payment of the first instalment of the signing fee (50% of the signing fee amounting to MAD 175,000) within the stipulated deadline yet again.
Moreover, the Club has also failed to make the payment of the Player's salaries corresponding to the months of February 2021 and March 2021 in accordance with the terms of the Employment Contract.
(...)
as a gesture of goodwill from your side, expect you to immediately make the payment corresponding to MAD 211,000.00 (two hundred and eleven thousand dirhams) regarding the unpaid salaries due in February 2021 and March 2021, as well as 50 % of the signing fee and forward us a copy of the bank swift transfer"*
11. On 19 April 2021, the player sent a termination letter indicating the following:

*"the remuneration currently outstanding by the Club to the Player is incontestably more than 2 (two) monthly salaries, and moreover, the latter granted the former a deadline of 15 (fifteen) days for the payment of such overdue amounts.
(...)
Within these circumstances, we are afraid to communicate to you that the Player has no other option, except to unilaterally terminate the employment relationship maintained with the Club with just cause (cf. Article 14 and 14bis of the FIFA RSTP)."*
12. The player concluded a contract with the Brazilian club, Sport Clube Humaita (the intervening party), valid as from 21 June 2021 until 19 October 2021, for a monthly salary of BRL 1,100 (approx.. MAD 1,900 – the total value of the contract would correspond to 4*1,900 = MAD 7,600).
13. On 9 July 2021, FIFA authorised the registration of the player on the following grounds:

(i) on 2 February 2021, the Player apparently sent a default notice to Safi whereby he put the latter in default to pay within 15 days two monthly salaries as well as the signing fee;
 (ii) on 19 April 2021, the Player sent a termination letter to Safi, by means of which he unilaterally terminated the employment contract based on arts. 14 and 14bis to the RSTP, claiming that Safi "had failed to pay the signing fee of MAD 350,000.00 (three hundred and fifty thousand dirhams) – in its entirety – as well as the salaries due to the Player corresponding to the months of February 2021 and March 2021";
 (iii) on 18 May 2021, the Player submitted a claim against Safi before the DRC.
 Considering all the facts in the present case, it would appear that the requirements of art. 14bis to the RSTP are seemingly fulfilled and that therefore, it could be, *prima facie*, asserted that the Player may have had just cause to terminate his contract in the sense of said article

14. During the proceedings, Safi provided a copy of the Reglement de la Chambre Nationale de Resolution des Litiges of Morocco, which, *inter alia*, contains the following provisions:

« Article 3 : Compétences de la CNRL

La CNRL est compétente :

a) Pour les litiges entre les clubs, les clubs et les joueurs relatifs au maintien de la stabilité contractuelle ;

(...)

Article 5 : Composition

La CNRL est composée des membres suivants :

a) Un Président, un vice- président, et un vice-président suppléant désignés par le Comité Directeur de la FRMF ;

b) Un représentant des clubs de la LNFP

Un représentant des clubs de la LNFA

Un représentant des joueurs

Un représentant du groupement des entraîneurs

Un représentant des clubs de la LNFF

Un représentant des clubs de la LNFD

Un représentant administratif de la FRMF

(...)

Article 27 : Frais de procédure

Les frais relatifs aux procédures devant la CNRL sont fixés à 1500dhs

Free translation into English :

"Article 3: Competence of the NDRC

The NDRC has jurisdiction :

a) For disputes between clubs, clubs and players relating to the maintenance of contractual stability;

(...)

Article 5: Composition

The CNRL is composed of the following members

a) A Chairman, a Vice-Chairman and an alternate Vice-Chairman appointed by the Management Committee of the FRMF;

b) A representative of the clubs of the LNFP

A representative of the clubs of the LNFA

A representative of the players
A representative of the coaches' association
One representative of the clubs of the LNFF
One representative of the clubs of the LNFD
An administrative representative of the FRMF
 (...)

Article 27: Costs of Proceedings

The costs related to the proceedings before the NHRC are fixed at 1500dhs

15. On 18 May 2021, the player lodged a claim before FIFA for breach of contract without just cause and requested the payment of the following amounts:
Outstanding Remuneration:
 MAD 350,000 net due as outstanding signing fee plus interest at a rate of 5% p.a. as of 25 November 2020
 MAD 18,000 net due as outstanding remuneration due for the month of February 2021 plus interest at a rate of 5% p.a. as of 1 March 2021
 MAD 18,000 net due as outstanding remuneration due for the month of March 2021 plus interest at a rate of 5% p.a. as of 1 April 2021
 MAD 3,717 net due as reimbursement of the tickets afforded by the Player to return to Brazil, due to the early termination of the Employment Contract with just cause plus interest at a rate of 5% p.a. as of 21 April 2021 (note: the player attached a receipt of a travel agency for the amount of BRL 12,000)
Compensation:
 MAD 270,000 net, plus 5% interest p.a. as from 20 April 2021.
16. The player considered that it is “undisputed” that he had the necessary factual and, in particular, legal grounds to terminate the Employment Contract unilaterally and with valid reasons (cf. Article 14 and 14bis of the FIFA RSTP).
17. In its reply to the claim, Safi contested the competence of FIFA on the basis of art. 16 of the contract.
18. According to Safi, it follows from the FRMF Regulations and more particularly from the Procedural Rules of the FRMF Special Dispute Resolution Commission and from the contract concluded between the parties that the latter remains competent
19. On a subsidiary basis, and as to the substance, Safi argued that the Player has failed to comply with the 15-day time limit set out in article 14bis of the Regulations
20. The club considered that it shall only pay the player the amounts that were due on the date of the termination of the employment contract, i.e. the date on which the Player terminated the employment contract without just cause, namely:
 - The signing bonus of a total amount of 350,000 MAD
 - The salaries of February, March 2020
 - $350,000 + 18,000 * 2 = 368,000$ MAD +
 - Total of 368,000 MAD.

21. The club further stated that it is lodging a "counterclaim against the club", and requested the payment of MAD 252,000 as compensation, corresponding to the residual value of the contract (May to June 2022, i.e. 14*18,000).
22. On a "very subsidiary basis", the club requested to mitigate the compensation that would be payable to the player.
23. In his replica, the player insisted in the competence of FIFA.
24. In this regard, the player stated that the Respondent failed to provide any evident whatsoever, which eventually demonstrated that the Moroccan Arbitration Tribunal is somehow an independent and duly constituted arbitration tribunal.
25. The player considered that, in any case, "all actors of the football scene are aware that the Moroccan Arbitration Tribunal is neither impartial nor duly constituted under the premises set out by the various regulations and rules set out by FIFA.
26. In this regard, the player referred to the Decision of the FIFA Dispute Resolution Chamber passed in Zurich, Switzerland, on 14 June 2019, as well as to the Arbitral Award CAS 2016/A/4673 Wydad Athletic Club v. Benito Floro Sanz, award of 20 July 2017.
27. The player further stated that, in any case, in reference to the Moroccan NDRC, the parties do not choose the arbitrators but their indication occurs through the Executive Committee of the FRMF.
28. The player further argued that the assumption raised by the Respondent that he failed to respect the 15-day period set out in Article 14bis of the FIFA RSTP is legally groundless, and provided the following "illustrative calendar":

Third Notice of Default	Letter of Termination
Addressed on 1 April 2021	Addressed on 19 April 2021

29. As final comments, Safi insisted that FIFA is not competent to deal with the present matter.
30. According to Safi, the Arbitral Award TAS 2016/A/4673 is outdated, since it referred to an old version of the Moroccan regulations.
31. On a subsidiary basis, Safi argued that, by putting the Club on notice to pay him the total sum of 211.00 MAD, representing 50% of the signing bonus as well as the salaries of February and March 2021, under the auspices of Art 14bis of the FIFA RSTJ, the player failed to comply with the agreement concluded between the Parties "Pacta Sunt Servanda" in practice and precipitated the termination.
32. Consequently, Safi considered that the Contract was terminated at the Player's initiative without just cause and therefore insisted to be paid with compensation in the amount of MAD 368,000.

33. The player's new club was invited to present its comments.
34. In this respect, said club stated that the player *"was hired by us only after a thorough investigation of all the facts and the events that transpired while taking into consideration that the Player terminated his employment relationship with the Club based on valid reasons (or just cause)."*
35. The club further stated that FIFA already stated that *"the requirements of art. 14bis to the RSTP are seemingly fulfilled and that therefore, it could be, primo facie, asserted that the Player may have had just cause to terminate his contract in the sense of said article"*
36. Moreover, Humaita stated that *"in the remote possibility that the FIFA ORC finds the Player to be in breach of the Safi Contract - contrary to submissions filed by him and us - Humaita cannot be held jointly and severally liable of the said breach as per Article 17.2 of the RSTP"* since *"it appears as though Safi have not made any such request in their submissions filed."*

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. Taking into account the wording of art. 21 of the January 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 Dispute Resolution Chamber referred to art. 3 par. 1 of the Procedural Rules and emphasised 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, the Dispute Resolution Chamber is competent to deal with matters which concern employment-related disputes with an international dimension between players and clubs.
3. However, at this stage, the Chamber noted that the Respondent contested the competence of FIFA on the basis of art. 16 of the contract it concluded with the player, as it considered that the FRMF Special Dispute Resolution Commission is competent to deal with the matter at stake.
4. On the other hand, the Chamber noted that the Claimant insisted on the competence of the FIFA DRC to adjudicate on his claim against the Respondent, and sustained that the aforementioned decision-making body is not an independent arbitration tribunal guaranteeing fair proceedings and respecting the principle of equal representation of players and clubs.
5. Taking into account all the above, the Chamber emphasised that in accordance with art. 22 lit b) of the Regulations on the Status and Transfer of Players, it is, in principle, competent to deal with employment-related disputes of an international dimension; the parties may, however, explicitly opt in writing for any disputes arisen between them to be decided by an independent arbitration tribunal guaranteeing fair proceedings and respecting the principle of equal representation of players and clubs that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. With regard to the standards to be imposed on an independent arbitration tribunal existing at national level, the Chamber referred to the FIFA Circular no. 1010 dated 20 December 2005. Equally, the members of the Chamber referred to the principles contained in the FIFA National Dispute Resolution Chamber (NDRC) Standard Regulations, which came into force on 1 January 2008.
6. In this respect, the Chamber recalled the contents of art. 16 of the contract, which stipulated the following:

« En cas de contestation et/ ou de litige de l'exécution et/ou de l'interprétation des clauses du présent contrat, les parties sont tenues de recourir à tous les moyens et procédures en vue d'un règlement amiable du litige.

En cas d'échec, le différend est soumis, par l'une ou l'autre partie, à la chambre de résolution des litiges de la Fédération Royale Marocaine de Football .

Les décisions de la chambre de résolutions des litiges de la FRMF sont susceptibles de recours conformément aux dispositions des statuts et règlements de la FRMF... »

Free translation into English:

"In case of dispute and/or litigation regarding the execution and/or interpretation of the clauses of the present contract, the parties are bound to use all means and procedures in order to settle the dispute amicably.

In case of failure, the dispute shall be submitted, by either party, to the Dispute Resolution Chamber of the Royal Moroccan Football Federation.

The decisions of the FRMF's dispute resolution chamber are subject to appeal in accordance with the provisions of the FRMF's statutes and regulations...

7. With the aforementioned in mind, the members of the Chamber first emphasised that, in the present matter, indeed it would appear that the parties agreed, by means of clause 14 of the contract, that the disputes arisen between them in relation to the employment contract would be resolved by the Dispute Resolution Chamber of the Royal Moroccan Football Federation.
8. Nevertheless, and in accordance with said art. 22 lit. b) of the Regulations, the DRC emphasised that it needed to analyse whether the entire dispute resolution system within the Royal Moroccan Football Federation, actually complies with the requirements as mentioned above. In so doing, the members of the Chamber recalled that, in accordance with art. 12 par. 3 of the Regulations, it is for the Respondent to prove that the NDRC of Morocco is an independent tribunal guaranteeing fair proceedings and which respects the principle of equal representation of players and clubs.
9. The DRC further stressed that the principle of equal representation of players and clubs is one of the very fundamental elements to be fulfilled, in order for a national dispute resolution chamber to be recognised as such. Indeed, this prerequisite is mentioned in the Regulations, in the FIFA Circular no. 1010 as well as in art. 3 par. 1 of the NDRC Regulations, which illustrates the aforementioned principle as follows: "The NDRC shall be composed of the following members, who shall serve a four-year renewable mandate: a) a chairman and a deputy chairman chosen by consensus by the player and club representatives (...); b) between three and ten player representatives who are elected or appointed either on proposal of the players' associations affiliated to FIFPro, or, where no such associations exist, on the basis of a selection process agreed by FIFA and FIFPro; c) between three and ten club representatives (...)." In the same vein, the FIFA Circular no. 1010 states the following: "The parties must have equal influence over the appointment of arbitrators. This means for example that every party shall have the right to appoint an arbitrator and the two appointed arbitrators appoint the chairman of the arbitration tribunal (...). Where arbitrators are to be selected from a predetermined list, every interest group that is represented must be able to exercise equal influence over the compilation of the arbitrator list".
10. Taking into account the above, the DRC entered into the examination of the "Règlement de la Chambre Nationale de Résolution des Litiges" (hereinafter: the NDRC of Morocco Regulations), which was submitted during the course of the investigation of the matter at stake

11. In particular, the Chamber observed that Article 3, 5 and 27 of the NDRC of Morocco Regulations (April 2021 edition) read as follows:

« Article 3 : Compétences de la CNRL

La CNRL est compétente :

a) Pour les litiges entre les clubs, les clubs et les joueurs relatifs au maintien de la stabilité contractuelle ;

(...)

Article 5 : Composition

La CNRL est composée des membres suivants :

a) Un Président, un vice- président, et un vice-président suppléant désignés par le Comité Directeur de la FRMF ;

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12. In this respect, the DRC noted that, from Article 5 of the NDRC of Morocco Regulations as provided by the Respondent, the principle of equal representation of players and clubs is not respected with regard to the appointment of the President, the Vice-President and the substitute Vice-President, since from the wording of the aforementioned NDRC of Morocco Regulations, they appear to always be designated by the Management Committee of the FRMF. Yet, the DRC noted that there is no evidence that of the President, the Vice-President and the substitute Vice-President are appointed on the principle of equal representation between players and clubs. In addition, the DRC noted that among the other eight members of the NDRC of Morocco, there is only one player representative.
13. On account of all the aforementioned circumstances, the members of the Chamber unanimously concluded that the Respondent failed to demonstrate, to the DRC's satisfaction, that the NDRC of Morocco is indeed an independent arbitration tribunal respecting the principle of equal representation of players and clubs, which is a fundamental prerequisite that an DRC must comply with. As such, the DRC concluded that the Respondent's objection towards the competence of FIFA to deal with the present matter has to be rejected, and that the Dispute Resolution Chamber is competent, on the basis of art. 22 lit. b) of the Regulations on the Status and Transfer of Players, to entertain the claim of the player as to the substance.
14. In continuation, the Dispute Resolution Chamber analysed which edition of the Regulations of the Status and Transfer of Players should be applicable to the present matter. In this respect, the Dispute Resolution Chamber confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players, and considering the date when the claim was lodged, the February 2021 edition of the aforementioned regulations (hereinafter: *the Regulations*) is applicable to the matter at hand.
15. With the above having been established, the Dispute Resolution Chamber entered into the substance of the matter. In doing so, it started to acknowledge the facts of the case as well as the documents contained in the file. However, the Dispute Resolution Chamber emphasized that in the following considerations it will refer only to facts, arguments and documentary evidence which it considered pertinent for the assessment of the matter at hand.
16. In this respect, the Chamber noted that, on 24 November 2020, the player and Olympic Club Safi (hereinafter: Safi) concluded an employment contract valid as from the date of signature until 30 June 2022.
17. Subsequently, the Chamber took note that the player lodged a claim before FIFA for breach of contract without just cause, arguing that, after having put the club in default on 1 April 2021, he terminated the contract on 19 April 2021 due to a debt for the first instalment of the signing fee (50% of the signing fee amounting to MAD 175,000), as well as the salaries of corresponding to the months of February 2021 and March 2021
18. Conversely, the Chamber took note of the Respondent's position, according to which the player failed in his default notice to comply with the 15-day time limit set out in article 14bis of the Regulations. However, the Chamber noted that, by arguing in such manner,

the club only contested the deadline granted by the player in his default notice, but did not contest the existence of the aforementioned debt.

19. In respect, the Chamber referred to art. 14 bis of the Regulations, according to which "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)."
20. In light of the above, the Chamber understood that the conditions foreseen by art. 14 bis were met (i.e. the existence of a debt of at least two monthly salaries and a default notice granting at least 15 days for the debtor to comply with its obligations), and therefore the player had a just cause to terminate the contract.
21. However, before entering into the calculation of the payable compensation, the Chamber recalled that the player is entitled to the payment of his outstanding dues up to the date of termination of the contract.
22. In this respect, the Chamber highlighted that it remains uncontested that the Respondent failed to pay the following amounts:
 - MAD 350,000 net as outstanding signing
 - MAD 18,000 net as outstanding remuneration due for the month of February 2021
 - MAD 18,000 net due as outstanding remuneration due for the month of March 2021
23. Consequently, in strict application of the principle of *pacta sunt servanda*, the Dispute Resolution Chamber established that the Respondent has to pay to the Claimant, the aforementioned outstanding amounts, as agreed in the contract.
24. Moreover, taking into account the request of the Claimant as well as the longstanding jurisprudence in this regard, the Dispute Resolution Chamber decided to award 5% interest p.a. over said amounts as from the due dates.
25. In addition, the Chamber further established the player is also entitled to BRL 12,000 for the incurred costs for his return to Brazil, as requested in his claim, insofar clause 5.2 of the contract stipulated that the player was entitled to a "round trip per year from casa to brazil", and considering that the player sufficiently justified that he incurred on said costs.
26. In continuation, having established that the Respondent is to be held liable for the termination of the contract with just cause by the Claimant, the Chamber decided that, in accordance with art. 17 par. 1 of the Regulations, the club is liable to pay compensation to the player.
27. In this respect, the Chamber focused its attention on the calculation of the amount of compensation for breach of contract in the case at stake. In doing so, the members of the Chamber firstly recapitulated 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, 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.

28. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contains a provision by means of which the parties had beforehand agreed upon an amount of 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.
29. As a consequence, the members of the Chamber determined that the amount of compensation payable by the club to the player had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable. Therefore, other objective criteria may be taken into account at the discretion of the deciding body.
30. The members of the Chamber then turned their attention to the remuneration and other benefits due to the player under the existing contract and/or the new contract, which criterion was considered by the Chamber to be essential. The members of the Chamber deemed it important to emphasise that the wording of art. 17 par. 1 of the Regulations allows the Chamber to take into account both the existing contract and the new contract in the calculation of the amount of compensation.
31. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the employment contract as from its date of termination with just cause, i.e. 19 April 2021 until 30 June 2022, and concluded that the Claimant would have received in total MAD 252,000 [i.e. May 2021 until 30 June 2022 (i.e. 14 months) = MAD 252,000 = 18,000*14]. Consequently, the Chamber concluded that the amount of MAD 252,000 serves as the basis for the final determination of the amount of compensation for breach of contract in the case at hand.
32. In continuation, the Chamber verified as to whether the Claimant had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the DRC, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages.
33. In this respect, the Chamber verified that the player concluded a contract with the Brazilian club, Sport Clube Humaita, valid as from 21 June 2021 until 19 October 2021, for a monthly salary of BRL 1,100 (approx.. MAD 1,900). The Chamber estimated that the total value of the contract would correspond to $4 \times 1,900 = \text{MAD } 7,600$.
34. Therefore, at this stage, the Chamber established that the mitigated compensation would correspond to MAD 244.400 (i.e. MAD 252,000-MAD 7,600).

35. Nevertheless, the Chamber referred to art. 17 par. 1 ii of the Regulations, according to which *“subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the “Additional Compensation”)”*
36. Consequently, the Chamber established that the player would be entitled to three additional salaries, for the amount of MAD 54,000 (i.e. MAD 18,000*3), which would potentially lead to a payable compensation of MAD 298,400.
37. However, given that art. 17 par. 1 ii of the Regulations stipulate that *“the overall compensation may never exceed the rest value of the prematurely terminated contract.”*, the Chamber retained that the player is entitled to MAD 252,000, as compensation, and as explained above.
38. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided to partially accept the player’s claim and that the club must pay the amount of MAD 252,000 as compensation for breach of contract in the case at hand.
39. In addition, taking into account the Claimant’s request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided that the Respondent must pay to the Claimant interest of 5% p.a. on the aforementioned amount as of the date of the claim.
40. Furthermore, taking into account the previous considerations, the Dispute Resolution 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.
41. In this regard, the Dispute Resolution 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.
42. Therefore, bearing in mind the above, the Dispute Resolution Chamber 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.
43. Finally, the Dispute Resolution 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, Jardson Almeida Monteiro, is admissible.
2. The claim of the Claimant is partially accepted.
3. The Respondent, Olympic Club Safi, has to pay to the Claimant, the following amounts:
 - MAD 350,000 net as outstanding signing fee plus interest at a rate of 5% p.a. as of 25 November 2020 until the date of effective payment;
 - MAD 18,000 net as outstanding remuneration due for the month of February 2021 plus interest at a rate of 5% p.a. as of 1 March 2021 until the date of effective payment;
 - MAD 18,000 net due as outstanding remuneration due for the month of March 2021 plus interest at a rate of 5% p.a. as of 1 April 2021 until the date of effective payment;
 - BRL 12,000 as reimbursement for travel tickets;
 - MAD 252,000 as compensation for breach of contract without just cause, plus 5% interest p.a. as from 18 May 2021.
4. Any further claims of the Claimant are rejected.
5. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.
6. Pursuant to article 24 bis of the [Regulations on the Status and Transfer of Players](#) if full payment (including all applicable interest) is not paid **within 45 days** of notification of this decision, the following **consequences** shall apply:
 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration the ban shall be of three entire and consecutive registration periods.
 2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not paid by the end of the of the three entire and consecutive registration periods.
7. The consequences **shall only be enforced at the request of the Claimant** in accordance with article 24 bis paragraphs 7 and 8 of the [Regulations on the Status and Transfer of Players](#).
8. 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).

CONTACT INFORMATION:

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