FIFA®
FOOTBALL TRIBUNAL

Decision of the Dispute Resolution Chamber

passed on 3 November 2021

regarding an employment-related dispute concerning the player Fabrice Ondoa

COMPOSITION:

Omar Omgaro (Italy), Deputy Chairperson
Peter Lukasek (Slovakia), member
Yuriy Zapisotskiy (Ukraine), member

CLAIMANT:

Fabrice Ondoa, Cameroon
Represented by M.Batinde Josée

RESPONDENT:

KV Oostende NV, Belgium
Represented by M. Thomas Verstraete and Dimitri Dedecker

I. Facts of the case

1. On 22 June 2018, the player from Cameroon, Fabrice Ondoa (hereinafter: *the Claimant* or *player*), and the Belgian club, KV Oostende NV (hereinafter: *the Respondent* or *club*) signed an employment contract valid as from 1 July 2018 until 30 June 2022.

2. According to article 11 of the contract, the Claimant was entitled to the following payments:
   -EUR 15,000 per month;
   -EUR 50,000 as sign on fee payable in 2 instalments of EUR 25,000 on the 5 September and 5 February of each season in the event that the player is still active with the club;
   -Holidays in accordance with the Regulations in force
   -EUR 1500 per month for accommodation;
   -a lease car (ford kuge or mondea);
   -EUR 5,000 for flight tickets.

3. Article 11.5 of the contract stipulates the following: *"Football clubs playing in the first national division of the competition organized by the Pro League and the RBFA are obliged to pay quarterly employer's contributions to the group insurance scheme for all football players who are members and who are bound by a sportsmen's employment contract remunerated in accordance with the agreement within the Pro League. The contributions for the group insurance are therefore not included in the monthly salary. This cannot be deviated from contractually"* (free translation).

4. Article 24 of the contract states that *"He declares that he has taken note of the labour regulations, the group insurance regulations of the Pro League and the regulations of the RBFA which are an integral part of this Agreement and accept its terms and conditions. Both the Player and the Club acknowledge the rules and regulations of the RBFA in its disciplinary powers without prejudice to the right to subject the final decisions after exhaustion of all internal remedies to the marginal review of an arbitration or the courts"* (free translation).

5. Article 35 of the law of 3 July 1978 on employment contracts states that *"Either party may terminate the contract without notice or before the expiry of the term for a serious reason to be determined by the judge and without prejudice to any damages. Judge's discretion and without prejudice to any damages if applicable. Serious misconduct shall be deemed to be any serious misconduct which makes it immediately and permanently impossible for the employer and the employee to work together. Dismissal for serious reasons may no longer be given without notice or before the expiry of the term, when the fact which would have justified it is known to the employer. The party giving notice of termination for serious misconduct may no longer give notice or terminate the contract before the end of the term if the fact which would have justified it has been known to the party giving notice for at least three working days* (…)" (free translation).

6. On 15 December 2020, the Respondent sent a letter to the Claimant informing as follows: *"We regret to notify you of the decision to terminate your contract immediately for serious misconduct in accordance with article 35 of the law of 3 July 1978 on employment contracts"*.

7. On 29 December 2020, the Claimant responded to the above letter and contested its contents noting that he had not been invited to present his position as to the allegations against him. In the same letter, the Claimant requested to be compensated by the Respondent for breach of contract for EUR 546,811.05.

8. On 4 January 2021, the Respondent replied and rejected the Claimant's request for compensation for breach of contract.

9. On 11 February 2021, the player concluded a new contract with the Croatian club NK Istra, valid from 11 February 2021 until 30 May 2021, during which period a total amount of EUR 4,720 was payable to him, broken down in 5 equal monthly instalments of EUR 1,180.

II. Proceedings before FIFA

10. On 9 March 2021, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. Position of the Claimant

11. The Claimant requests that the DRC orders the Respondent to pay the amount of EUR 495,568.58 as compensation for breach of contract, plus 5% interest *p.a*. as of 16 December 2020 until the effective date of payment broken down as follows:
    - EUR 277,500 as fixed remuneration;
    - EUR 50,000 as sign on fee;
    - EUR 5,000 for flight tickets;
    - EUR 10,175 for the car;
    - EUR 27,750 as accommodation;
    - EUR 18,000 as holiday pay;
    - EUR 107,143.58 as group insurance.

12. In support of his claim, the Claimant submits that during the 2019/2020 season, he - as evidenced by his playing statistics - was the first reserve goalkeeper of the first team. The Claimant states that he was in the starting line-up (starting eleven) on 5 occasions during the Pro League championship and on 2 occasions for the Belgian Cup and that he was on the reserve bench for all other official matches of the first team of the Respondent in all competitions.

13. Following the change of management at the beginning of the 2020/2021 season, the Claimant states that he was not selected to play in any matches for the 2020/2021 season.

14. The Claimant submits that he was a few days late in resuming training for the 2020/2021 season (due to difficulties in returning from Cameroon to Belgium at the end of June 2020) and that this resulted in a fine imposed on him by the Respondent for the amount of EUR 1,253.82 for (6 days absence), which was deducted from his July 2021 payment slip.

15. The Claimant adds that the Respondent invoked, without any further evidence, that he did not follow the instructions of the head coach and would create a "*negative atmosphere*" within the first team and as a result he was "*temporarily*" banned from training with the first team and obliged to participate (initially) with the U21 (reserve) team of KVO.

16. As a result, the Claimant submits that he did not participate in matches for the 2020/2021 season.

17. The Claimant adds that in October 2020, he was selected by the national team of Cameroon, which displays his physical and mental capacity. He adds that between July and September 2020, the Respondent attempted to transfer him to several clubs, which demonstrates that the Respondent had lost interest in his services for the 2020/2021 season.

18. The Claimant further submits that the incident leading to the club's termination of contract, namely his participation in a family party (with friends) on 13 December 2020, is neither contested nor disputable. However, the player argued that such incident is no "*serious*" reason justifying immediate and definitive dismissal, but rather a pretext used by the Respondent to get rid of (arbitrarily and subjectively) of the Claimant.

19. The Claimant adds that the only sanction given by the federal police authority after the *"incident"* is a fine of EUR 250, which proves without a doubt that the offence was not serious.

20. In view of all the above, the Claimant submits that the Respondent's decision was severe and disproportionate and that therefore it terminated the contract without just cause during the protected period.

21. The Claimant submits that no outstanding remuneration was due at the date of contract termination, but adds that he is entitled to compensation for breach of contract.

22. In regards to compensation, the Claimant submits that there is no contractual clause determining the amount of the compensation due to him following the termination of the contract without just cause by the Respondent.

23. In conclusion, the Claimant requests to be awarded EUR 495,568.58 as compensation for breach of contract plus 5% interest *p.a.* as of 2020 or 16 December 2020 until the effective date of payment.

b. Position of the Respondent

24. According to the Respondent, only Belgian labour courts have jurisdiction over this dispute.

25. The Respondent adds that under article 1676 para.5 of the Belgian Judicial Code, Belgian law prohibits clauses that subject labour disputes between employers and employees to arbitration before the dispute has even arisen. Such clauses are considered null and void.

26. Additionally, the Respondent submits that pursuant to article 578 of the Belgian Judicial Code, the Labour Court is competent to hear disputes concerning employment agreements between employees (players) and employers (clubs).

27. In accordance with article 13 of the law of 3 July 1978 on employment contracts also states that employees and employers may not undertake in advance to submit any disputes that may arise from the agreement to arbitrators (note: document on file).

28. The Respondent adds that since there is no arbitration agreement between the parties in which both parties expressly agree to submit the present dispute to arbitration before the arbitral bodies of FIFA, only the Belgian Labour Courts have compulsory jurisdiction to hear and judge over the present labour law dispute.

29. This general rule is not only incorporated in the above provisions of imperative Belgian Labour Law, which even has a public order character, but this is also reflected and acknowledged in the federal regulations of the Royal Belgian Football Association (hereinafter: *RBFA*).

30. Article B1.17 of the RBFA federal regulations provides that disputes regarding employment contracts of trainers or players can only be submitted to arbitration, if both parties accept the arbitration in an arbitration agreement concluded after the dispute has arisen. If the arbitration is not accepted, the player, coach or club has the right to refer the dispute to the jurisdictions prescribed by the law.

31. The Respondent adds that the FIFA DRC lacks jurisdiction following the fact that there is an independent arbitration tribunal on a national level within the framework of the RBFA that respects and guarantees fair proceedings and the principle of equal representation of players and clubs.

32. In article 24 of the employment agreement, the parties expressly agree that the RBFA federal regulations form an integral part of the employment agreement and that this is also confirmed by the Claimant in page 22 of his claim. Therefore, according to the Respondent, the parties have therefore undoubtedly opted in on the internal competence of the arbitration committees of the RBFA, which is competent and meets the requirements of parity.

33. In view of the above, the Respondent submits that FIFA is not competent.

34. As to the substance, the Respondent held that since the contract signed between the parties is silent as to the applicable law and since the contract is registered in Belgium where the Claimant performed his work, Belgian law should apply. As a result, it submits that Belgian law applies primarily and that the FIFA Regulations will apply subsidiarily insofar as it is compatible and consistent with Belgian law.

35. The Respondent further stated that during the course of the contract, the Claimant's behaviour turned out to be problematic on multiple occasions. As a result of his unlawful absences, misconduct and insubordination, he frequently received verbal warnings from the club's staff and eventually led to several default notices.

36. The Respondent adds that the Claimant never once contested these allegations in the formal notices. For example, in the formal notice dated 22 July 2021, the Claimant was informed that he failed to return from his vacation on the agreed date of 19 July 2019 without a legitimate justification. As a result, he was issued with a warning that if his behaviour did not improve, it would be forced to take disciplinary action.

37. According to the Respondent, the Claimant's behaviour did not improve and worsened to a point that he was no longer permitted to train and play for the first team as notified to him on 24 August 2020, which remained uncontested by the Claimant.

38. The Respondent further submits that after the outbreak of the COVID-19 pandemic in Belgium in March 2020, the Pro League and the RBFA decided to suspend and later cancel the remainder of the Jupiler Pro League season 2019-2020 in the interest of public health. As from 18 May 2020, the Respondent submits that clubs could once again organize training sessions for their football teams, provided that they follow important guidelines.

39. Important to emphasize, according to the Respondent, is that professional football enjoyed an exceptional regime compared to other sectors in Belgium. The Belgian and Flemish Governments, the RBFA, the Pro League and the professional football clubs involved therefore rigorously supervised these privileges and did not tolerate any violation of these guidelines. It goes without saying that all Belgian clubs were terrified of another temporary suspension/cancellation of the competition, which would entail a financial disaster.

40. The Respondent submits that it wanted to avoid an outbreak of the virus within its teams at all costs. This is why it maintained a strict policy and closely checked that its players complied with all measures. All players were aware that the club had a zero-tolerance policy towards violations. The Respondent adds that it implemented its strict, but fair policy as seen from the immediate termination of the employment agreement of its player Yaya Vieux Sané on 28 April 2020, following a severe violation of the existing measures in force.

41. The Respondent adds that all players, including the Claimant were informed of the dismissal and warned on the consequences of breaching the rules, but that the Claimant failed to respect the rules as instructed.

42. On 22 October 2020, the Respondent submits that the Claimant did not show up for a compulsory COVID-19 test and failed to justify this unlawful absence and was sent a letter in this regard, to which he did not respond (note: document on file).

43. To top this all, the Respondent adds that the Claimant organised a so-called ‘lockdown party’ in his apartment with no less than 10 persons, despite there being a ban on assembly of more than 4 people in force at the time pursuant article 15 of the Ministerial Decree of 28 October 2020 on urgent measures to limit the spread of COVID-19. The Respondent adds that this gathering did not fall within the scope of the regulations and as a result, the police was summoned and found a total of 10 people in the apartment.

44. Given the grave situation and the involvement of the Belgian press, there was a call for tougher sanctions to be imposed on perpetrators by the Federal Minister (note: document on file).

45. The Respondent adds that after it conducted an investigation on 13 and 14 December 2020, the local police as well as the mayor of Ostend confirmed to the club that the news bulletins were correct and the player had indeed committed a severe violation of the governmental measures in force, the club had enough of the utter unprofessionalism of the player. Given the past behaviour of the Claimant, this new offence was the “straw that broke the camel's back”.

46. As a result, the Respondent submits that on 15 December 2020, it terminated the contract with the Claimant with immediate effect following the prescribed facts, which undoubtedly constitute an ‘urgent reason’ under Belgian Law as well as a ‘just cause’ under the FIFA Regulations on the Status and Transfer of Players.

47. According to the Respondent, this decision was publicly supported by the mayor of Ostend who commended it for taking the right decision.

48. The Respondent adds that under Belgian law (Article 35 of the law of 3 July 1978 on employment contracts), one can immediately terminate the contract without notice or compensation if there is an urgent reason to do so and that such an urgent reason exists whenever a party commits a serious shortcoming that immediately and definitively makes any further professional cooperation between both parties impossible (note: document on file).

49. The Respondent adds that the Claimant did not seem to understand the gravity of his actions and did not show any remorse and his lawyer contested the termination in a letter dated 29 December 2020 and instead requested to be compensated, which request it rejected in a letter dated 4 January 2021 (note: document on file).

50. The Respondent submits that in addition to the above legal and contractual obligations, following the outbreak of the COVID-19 pandemic, the players obviously needed to comply with the important supplementary guidelines of the RBFA, the Pro League and the club, as well as the standard governmental measures contained in the Ministerial Decree on urgent measures to limit the spread of the coronavirus COVID-19 (note: documents on file).

51. According to the Respondent, considering the repetition and persistence of the earlier breaches which led to corresponding written warnings, considering the fact that the Claimant already failed to adhere to the protocols by missing a COVID-19 testing appointment and considering the seriousness of the violation committed in the night of 13 to 14 December 2020, where he not only endangered his own health, but also the health of his team mates, the other employees of KV Oostende, the public health in general, as well as the proper functioning of the club (risking quarantines, possibly forfaiting games) and the Belgian Jupiler Pro League competition (losing its privileged status that could again lead to a suspension of the competition) shows a to total lack of sense of responsibility, moral ethics and professionalism on the part of the Claimant, it rightfully terminated the contract due to urgent reasons / with just cause.

52. In view of the above, the Respondent submits that the claim of the Claimant is strongly contested and his claim that he was dismissed only because he was a ‘redundant’ and expensive player for the club is totally false.

53. The Respondent submits that it terminated the contract with just cause and that given the reputational damage it suffered as a result of the Claimant’s actions, it reserves the right to claim for compensation in this regard.

54. In the unlikely event that the FIFA DRC finds that the contract was terminated without just cause, the Respondent submits that firstly, the sum of EUR 5,000 for airplane tickets is a total sum for the entire duration of the contract and it has already paid well over EUR 5,000 and that this claim should therefore be dismissed (note: document on file).

55. Secondly, in regards to the Claimant’s claim for group insurance, the Respondent submits that in the present procedure, the Claimant is claiming a compensation pursuant article 17 of the FIFA RSTP, which is a compensation for the breach of the contract. According to the Respondent, such compensation for the termination of an employment agreement is not included in the reference remuneration for the group insurance in accordance with article 3 of the contract. The Respondent therefore submits that the claim for the amount of EUR 107,143.59 must be dismissed.

56. The Respondent also requests that the mitigated amount as per the Claimant’s new contract should be taken into account.

57. In conclusion, the Respondent requests that the claim of the Claimant should be dismissed as it is inadmissible due to lack of jurisdiction and competence, that it terminated the contract with just cause and that the Claimant be ordered to pay for the costs of the proceedings.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

58. 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 presented to FIFA on 9 March 2021 and submitted for decision on . Taking into account the wording of art. 34 of the October 2021 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: the *Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.

59. Subsequently, the members of the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (August 2021 edition), the Dispute Resolution Chamber is, in principle, competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player and a club.

60. However, the Chamber noted that the Respondent challenged the competence of FIFA to hear the dispute at stake, as Belgian courts allegedly have exclusive jurisdiction in labour matters.

61. In this respect, the Chamber noted that the contract at the basis of the dispute did not contain any jurisdiction clause whatsoever in favour of the Belgian labour courts.

62. Moreover, in accordance with the long-standing jurisprudence of the DRC, the Chamber held that FIFA's regulations prevail over any national law chosen by the parties. The main objective of the FIFA regulations is to create a standard set of rules to which all the actors within the football community are subject to and can rely on. This objective would not be achievable if the DRC would have to apply the national law of a specific party on every dispute brought to it.

63. As a consequence, the Chamber was of the opinion that the Respondent's objection to 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, to consider the present matter as to the substance.

64. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Player (August 2021 edition), and considering that the present claim was lodged on 9 March 2021, the February 2021 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

65. The Chamber recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Chamber stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

c. Merits of the dispute

66. Its competence and the applicable regulations having been established, the Chamber entered into the merits of the dispute. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. 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.

i. Main legal discussion and considerations

67. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute that the Respondent had just cause to terminate the contract on 15 December 2020.

68. In this context, the Chamber acknowledged that it its task to determine as to whether the contract was terminated by the Respondent with or without just cause and to decide on the consequences thereof.

69. Having established the above, the Chamber went on to analyse the allegation of the club – disputed by the player – that it had just cause to terminate the contract.

70. The Chamber noted that the Respondent submits that it terminated the contract with just cause considering the repetition and persistence of breaches by the Claimant despite several written warnings, considering the fact that he already failed to adhere to the protocols of the RBFA, Pro League and the club by missing a COVID-19 testing appointment; and considering the seriousness of the violation committed in the night of 13-14 December 2020, where he failed to respect the COVID-19 restrictions by having a "*lockdown party*", endangering his own health, that of his team mates and other members of the club.

71. According to the Respondent, the Claimant's actions show a to total lack of sense of responsibility, moral ethics and professionalism and that as a result, it rightfully terminated the contract due to urgent reasons / with just cause.

72. In this scenario, the Chamber recalled its long-standing jurisprudence, according to which only a breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. In other words, only when there are objective criteria which do not reasonably permit to expect the continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to assure the employee's fulfilment of his contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only be an *ultima ratio*.

73. With the above in mind and after having carefully analysed the parties' submissions, the Chamber concluded that the infringements of the player were not sufficient to justify a termination under the circumstances of the present case and cannot be deemed as a substantial breach of an employment contract capable of triggering the consequences of an unlawful termination.

74. The Chamber took into account that the zero tolerance policy regarding infringements against the COVID-rules was in place during the first wave, but changed in December 2020. In this context, the DRC held that a fine and a clear warning that the next offense would lead to a termination would have been appropriate in the matter at hand.

ii. Consequences

75. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.

76. The Chamber observed that the outstanding remuneration at the time of termination, no remuneration was outstanding.

77. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the player by the club in the case at stake. In doing so, 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.

78. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contained 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.

79. 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.

80. Bearing in mind the foregoing as well as the claim of the player, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the contract from the date of its unilateral termination until its end date. Consequently, the Chamber concluded that the amount of EUR 355,250 (*i.e.* the residual value of the contract) serves as the basis for the determination of the amount of compensation for breach of contract.

81. In continuation, the Chamber verified as to whether the player 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 as well as art. 17 par. 1 lit. ii) of the Regulations, 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.

82. Indeed, the player found employment with the Croatian club, NK Istra. In accordance with the pertinent employment contract, the player was entitled to approximately EUR 1,180 per month. Therefore, the Chamber concluded that the player mitigated his damages in the total amount of EUR 4,720.

83. Furthermore, as outlined before, the Chamber decided that the player's misbehaviour, shall be considered as a mitigating circumstance in light of the particularities of the case at hand as well as the specificity of sport.

84. Consequently, the DRC decided that the compensation payable by the Respondent to the Claimant should be reduced by 10%. Therefore, the Chamber concluded that the amount of compensation the player is entitled to receive corresponds to EUR 315,530, i.e. EUR 355,250 less EUR 4,720 reduced by 10%.

85. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of EUR 315,530 to the player, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.

86. Lastly, taking into consideration the player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the player interest on said compensation at the rate of 5% p.a. as of the date of claim, i.e. 9 March 2021, until the date of effective payment.

87. Equally, as regards the Claimant's claim pertaining to air tickets, on the basis of the information provided by FIFA Travel, the Chamber decided that the Respondent must pay to the Claimant the amount of EUR 590 for one return air ticket to Cameroon.

iii. Compliance with monetary decisions

88. Finally, taking into account the applicable Regulations, the Chamber referred to art. 24bis par. 1 and 2 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.

89. In this regard, the DRC highlighted 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. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.

90. Therefore, bearing in mind the above, the DRC decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 24bis par. 2, 4, and 7 of the Regulations.

91. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.

92. The DRC 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. 8 of the Regulations.

d. Costs

93. The Chamber referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.

94. Likewise and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.

95. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

FIFA FOOTBALL TRIBUNAL

IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Fabrice Ondoa, is admissible.

2. The claim of the Claimant is partially accepted.

3. The Respondent, KV Oostende NV, has to pay to the Claimant, the following amount:
   - EUR 315,530 as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 9 March 2021 until the date of effective payment.
   - EUR 590 as a return flight ticket to Cameroon.

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.

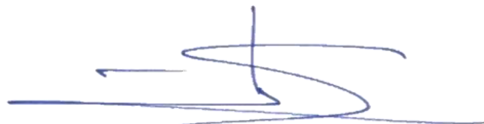
6. Pursuant to art. 24bis of the Regulations on the Status and Transfer of Players if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:

   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 made by the end of the three entire and consecutive registration periods.

7. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 24bis par. 7 and 8 and art. 24ter of the Regulations on the Status and Transfer of Players.

8. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero
Chief Legal & Compliance Officer

FIFA FOOTBALL TRIBUNAL

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 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 17 of the Procedural Rules).

CONTACT INFORMATION

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
www.fifa.com | legal.fifa.com | psdfifa@fifa.org | T: +41 (0)43 222 7777