

# Decision of the Dispute Resolution Chamber

passed on 7 April 2022

regarding an employment-related dispute concerning the player A

## BY:

**Frans de Weger (Netherlands)**, Chairperson  
**Michele Colucci (Italy)**, member  
**Jérôme Perlemuter (France)**, member

## CLAIMANT:

**A, Country A**

## RESPONDENT:

**B, Country B**

## I. Facts of the case

1. On 2018, the Country A player A (hereinafter: *the player*) and the Country B club B (hereinafter: *the club*) concluded an employment agreement (hereinafter: *the contract*), valid between 1 June 2018 and 21 June 2021.
2. In 2020, the player and the club concluded a new contract, valid for the period between 1 June 2020 and 21 June 2024, based on which the player was entitled to the following amounts:
  - EUR 210,000 net for the season 2020/2021;
  - EUR 250,000 net for the season 2021/2022;
  - EUR 260,000 net for the season 2022/2023;
  - EUR 270,000 net for the season 2023/2024;
  - a bonus in the amount of EUR 1,000 net for each clean sheet;
  - a bonus in the amount of EUR 18,000 net '*in case the club qualifies for Confederation Champions League*';
  - a bonus in the amount of EUR 18,000 net if the club is satisfied with the player's performance;
  - three round flight tickets for the route City B-City A-City B for him and each member of his family.
3. On 12 July 2021, the player and the club concluded a settlement agreement (hereinafter: *the settlement agreement*), by means of which the parties agreed on a payment plan for the outstanding arrears, and based on which the club would pay the player the following amounts:
  - EUR 70,000 on 13 July 2021 (the first instalment);
  - EUR 76,500 on 15 August 2021 (the second instalment);
  - EUR 20,000 on 15 August 2021 (bonus for good performance in the season 2020/2021);
  - EUR 20,000 on 15 May 2022 (first part of the incentive fee);
  - EUR 20,000 on 15 May 2023 (second part of the incentive fee);
  - EUR 20,000 on 15 May 2024 (third part of the incentive fee);
  - '*to pay all taxes state levies healthcare and other type of contributions due on top and above all the salaries and remuneration is paid to the player as from the start of the employment relationship, i.e. as from 1 June 2018 until the day of signature of the annex and due on top and above net sums specified in the points a), b) and c) in this article and on top of all the net sums due to the player arising from the employment contract, all according to the tax rate in standard obligation in Country B and provide evidence on such payments to the player*'.
4. Article 2 of the settlement agreement stipulates the following: '*The parties hereby agree that the player shall remain registered with the club and continue playing the club, according to*

*the terms and conditions of the employment contract which is due to expire on 21 June 2024'.*

5. Article 5 of the settlement agreement contains the following clause: *'In addition and on top of all the sums specified herein and in the employment contract, the club undertakes to pay the player legal expenses incurred in connection with his dispute with the club specified in recitals of this agreement of EUR 15,000 net by no later than 13 July 2021'.*
6. Article 6 of the settlement agreement contains the following clause: *'The parties agree that the employment contract shall remain entirely in force and on this note the player, with the full acknowledgement and acceptance of the club, reserves all his rights arising out of the employment contract, including but not limited to his rights to all remunerations, salaries and bonuses as defined in the employment contract for the periods from the day of the signature of this agreement until the expiration of the employment contract, i.e. until 21 June 2024 (including the August 2021 salary, which shall mature on 1 August 2021 and all bonuses and sums as set forth in article seven of the employment contract)'.*
7. Art. 11 of the settlement agreement holds inter alia the following clause: *'The club herewith confirms that it shall not have now, nor in the future, any claims towards the player related to the notice of termination and waives its rights to file any claims towards the player now and/or in the future regarding and/or in the connection to the aforementioned notice of termination [...]'*.
8. On 2 November 2020, the club sent a letter to the player, by means of which it undertook to pay the player his June, July, August, September, October and November 2020 salaries in the total amount of EUR 108,000 net by no later than 28 March 2021.
9. On 14 April 2021, the player put the club in default, requesting it to pay the amount of EUR 132,500 as outstanding salaries, as well as to pay *'all taxes on top and above all net sums which it had already been paid him during the 2019/2020 and 2020/2021 season and to provide him with evidence of the foregoing'*.
10. On 26 April 2021, the club denied having any debt towards the player.
11. On 4 May 2021, the player denied the allegations of the club and put the club again in default, this time for the amount of EUR 127,500, as well as to pay all taxes on top and above all net sums which had already been paid to him during the season 2019/2020 and season 2020/2021, as well as to *'pay all gross amounts on top and above specified contractual outstandings'*, providing it a 15 days' deadline to remedy its default, however to no avail.
12. On 22 May 2021, the club paid the player an amount of EUR 21,000, allegedly corresponding to the unpaid balance for October 2020 and a part of the November 2020 salary.

13. On 2 June 2021, the player unilaterally terminated the contract with the club, due to the outstanding salaries and the fact that the club had only paid the amount of EUR 21,000 out of the requested amount of EUR 127,500 as per the letter dated 4 May 2021.
14. On 3, 13, 16 and 23 June 2021, the club send further correspondence to the player, asking the player to come back to Country B.
15. On 12 July 2021, the parties concluded a settlement agreement.
16. According to the player, the club won the national championship in Country B and thus qualified for the Confederation Champions League.
17. On 14 July 2021, the player received a payment in the amount of EUR 70,000 from the club.
18. On 22 November 2021, the player put the club in default for the amount of EUR 196,500 (corresponding to the August salary of EUR 20,000, the second instalment of EUR 76,500, the performance bonus of EUR 20,000, the Confederation Champions League bonus of EUR 20,000, the September salary of EUR 20,000, the October salary of EUR 20,000 and the November salary of EUR 20,000), providing it a 15 days' deadline to remedy its default, however to no avail.
19. In reply to the default letter, the player received - on 7 December 2021 - an amount of EUR 20,000, corresponding to his August 2021 salary, as well as an amount of EUR 30,000, corresponding to a part of the second instalment of EUR 76,500, due on 15 August 2021.
20. On 8 December 2021, the player unilaterally terminated the contract with the club, due to the outstanding salaries and the fact that the club had only paid the amount of EUR 50,000 out of the requested amount of EUR 196,500 as per the letter dated 22 November 2021.
21. On 9 December and 1 January 2022, the club replied to the player, explaining that the player had allegedly agreed not to terminate his contract if he would receive an amount of EUR 80,000, out of which already EUR 50,000 was paid on 7 December 2021. Also, the club asked the player to come back to Country B and confirmed having a debt of at least EUR 80,000.
22. On 3 January 2021, the player denied said allegations and explained that he deems that the club terminated the contract without just cause.
23. After the unilateral termination of the contract with the club on 8 December 2021, the player remained unemployed and was thus not able to mitigate his damages.

## **II. Proceedings before FIFA**

24. On 21 January 2022, the player filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

**a. Position of the player**

25. The player explains that in the period between September 2020 and April 2021, he put on several occasions in default.

26. What is more, the player deems that – due to the significant arrears in payment from the club during a significant period of time – he had terminated the contract with just cause and is therefore entitled to outstanding remuneration and compensation for breach of contract.

27. The requests for relief of the player, as amended, were the following:

Outstanding remuneration in the total amount of EUR 166,500, broken down as follows:

- EUR 46,500 as outstanding part of the instalment of EUR 76,500, due on 15 August 2021;
- EUR 20,000 as bonus for good performance in the season 2020/2021, also on 15 August 2021;
- EUR 20,000 as bonus for qualification to the Confederation Champions League, due on 15 August 2021;
- EUR 20,000 as outstanding salary for September 2021;
- EUR 20,000 as outstanding salary for October 2021;
- EUR 20,000 as outstanding salary for November 2021;
- EUR 20,000 as outstanding salary for December 2021.

Compensation for breach of contract in the total amount of EUR 764,995, broken down as follows:

- EUR 640,000 as residual value of the salaries due in the period between January 2022 and June 2024;
- EUR 60,000 as incentive fee, as outstanding part of the instalment of EUR 76,500, due on 15 August 2021;
- EUR 4,995 as residual amount of 9 flight tickets on the route City B-City A-City B for the player and his family in the seasons 2021/2022, 2022/2023 and 2023/2024;
- EUR 60,000 as residual part of the potential future qualifications of the club to the Confederation Champions League, *'given that the Respondent has been qualifying in the Confederation Champions League on a regular basis'*.

What is more, the player further requested the following elements:

- Corresponding tax certificates concerning the payments of all the above specified net amounts alongside older net amounts paid to the player during the season 2019/2020 and season 2020/2021 respectively;
- 5% interest *p.a.* on the aforementioned amounts as from the respective due dates until the effective date of payment.

#### **b. Position of the club**

28. In its reply, the club requests for the rejection of the player's claims and explained that the player and twice terminated the contract, however that after the first termination letter, the parties concluded a settlement agreement on 12 July 2021, which it deemed however to be unfair towards it.
29. The club explains that the amount of EUR 15,000 for legal costs is unreasonably high and that the bonus of EUR 20,000 for good performance of the goalkeeper only became due because the club had to announce to the player that it was happy with his performance, in order *'convince the player to return to the country and to continue his employment contract with the club'*.
30. Also, the club is of the opinion that the amounts of EUR 20,000 as incentive fee, respectively due on 15 May 2022, 15 May 2023 and 15 May 2024 cannot be due, as the player had terminated the contract on 8 December 2021. Also, the club points out that it expected that the player, due to his previous behavior would have not been entitled to these amounts in the future.
31. Additionally, the club argues that the bonus of EUR 20,000 for (future) qualification(s) to the Confederation Champions League is not due, as the club did not manage to take part in the Confederation Champions League 2022 due to licencing issues and the qualifications for the 2023 and 2024 editions are uncertain future events. Also, the club denies that the player is entitled to the amount of EUR 4,995 for the flight tickets, as it is excessive and terminated the contract himself.
32. Also, the club mentions that it paid the following amounts:
- an amount of EUR 15,000 on 14 July 2021;
  - an amount of IRR 11,823,880,096 (approx. EUR 38,257) on 11 October 2021;
  - an amount of IRR 2,955,970,024 (approx. EUR 9,533) on 12 October 2021;
  - an amount of EUR 50,000 on 7 December 2021.
33. As to the payments made on 11 and 12 October 2021, the club explains that it paid such amount in Country B currency to a former player, Mr X, who in return paid said amount to the player.

34. Finally, the club argued that the player, after having received the amount of EUR 50,000 on 7 December 2021, committed to continue to play for the club, however, surprisingly terminated the contract and left the club the day thereafter.

**c. Additional position of the player**

35. The player alleges that the legal fees are not unreasonably high, as the club had voluntarily agreed with said amount to be laid down in the settlement agreement.
36. Also, the player points out that performance bonus and in the incentive fee as laid down in the settlement agreement were also agreed in free will by the club.
37. In respect to the claimed bonuses for qualification for the Confederation Champions League in the season 2021/2022, the player explains that said bonus of EUR 20,000 is due because of the qualification to the Confederation Champions League, and that the question whether or not the club effectively participated in the Confederation Champions League is irrelevant. Moreover, the future bonuses for the Confederation Champions can be awarded, according to the player, based on the principle of positive interest.
38. As regards to the travel expenses, the player deems that he can validly claim those, in view of the Chamber's jurisprudence.
39. What is more, the player denies that he received the payments allegedly made on 11 and 12 October 2021.
40. In conclusion, the player confirms that he received the following amounts:
- EUR 70,000 as *'first instalment from the Annex'* on 14 July 2021;
  - EUR 15,000 as *'legal fees'* on 14 July 2021;
  - EUR 50,000 as *'salary for August 2021 and part of the second instalment from the Annex'* on 7 December 2021.

**d. Additional position of the club**

41. In its duplica, the club argued that it does not deny that the legal costs of USD 15,000 were not requested by the player, but that it wanted to point this aspect out, in order to show that the settlement agreement was composed unfairly.
42. Also, the club explained that the player cannot be awarded future bonuses, and also argues that the player is entitled to the bonus for qualifying to the Confederation Champions League, nor for future versions of the Confederation Champions League.
43. What is more, the club insists that the payments allegedly made on 11 and 12 October 2021 were duly received by the player.

### **III. Considerations of the Dispute Resolution Chamber**

#### **a. Competence and applicable legal framework**

44. 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 21 January 2022 and submitted for decision on 7 April 2022. 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.
45. 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 (March 2022 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Country A player and a Country B club.
46. 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 Players (March 2022 edition), and considering that the present claim was lodged on 21 January 2022, the August 2021 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

#### **b. Burden of proof**

47. 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**

48. 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**

49. 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 which amounts as per the contract and the settlement agreement remained outstanding, and whether the player, as a consequence of said outstanding amounts, had a just cause to terminate the contract on 8 December 2021.
50. In this context, the Chamber acknowledged that it its task was to determine which amounts under the contract had been paid by the club to the player and which amounts had remained outstanding, as well as what the consequences of such circumstances would be.
51. The Chamber then referred to the wording of art. 14bis par. 1 of the Regulations, in accordance with which, if a club unlawfully fails 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).
52. From the information on file, the members of the Chamber first of all noted that the club was for a considerable period of time in arrears of its financial obligations towards the player, and that as a result of this, on 12 Jul 2021, the parties concluded a settlement agreement by means of which a new payment plan regarding the outstanding amounts was agreed upon. The Chamber took note from the contents of the settlement agreement that the player would remain active for the club and that the contract would remain in force.
53. The Chamber further noted that the player claims not having received his remuneration corresponding to the August salary of EUR 20,000, the second instalment of EUR 76,500, the performance bonus of EUR 20,000, the Confederation Champions League bonus of EUR 20,000, the September salary of EUR 20,000, the October salary of EUR 20,000 and the November salary of EUR 20,000.
54. Furthermore, the Chamber noted that the player has provided written evidence of having put the club in default for the amount of EUR 196,500 on 22 November 2021, i.e. at least 15 days before unilaterally terminating the contract on 8 December 2021, after he had only received the payment of an amount of EUR 50,000.
55. The Chamber also noted that in the case at hand the club bore the burden of proving that it indeed complied with the financial terms of the contract concluded between the parties and/or that several of the amounts due to the player, were effectively paid on 11 and 12 October 2021 to Mr X, a former player of the club. Nonetheless, the evidence provided by the club does not prove beyond doubt the payment of the amounts claimed as outstanding by the player.

56. As a result, the members of the Chamber concluded that on 7 December 2021, the total amount of EUR 166,500 was outstanding, corresponding to the remaining part of the second instalment, i.e. EUR 46,500, the performance bonus of EUR 20,000, the Confederation Champions League bonus of EUR 20,000, the September salary of EUR 20,000, the October salary of EUR 20,000, the November salary of EUR 20,000 and the December 2020 salary in the amount of EUR 20,000.
57. Thus, the Chamber concluded that the player had a just cause to unilaterally terminate the contract, based on art. 14bis of the Regulations.

## ii. Consequences

58. 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 club.
59. The Chamber observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the player, are equivalent to 4 salaries for the period between September and December 2021 under the contract in the amount of EUR 20,000 each, the amount of EUR 46,500 as outstanding part of the instalment of EUR 76,500 due on 15 August 2021, the amount of EUR 20,000 as bonus for good performance in the season 2020/2021, as well as EUR 20,000 as bonus for qualification to the Confederation Champions League, in total amounting to EUR 166,500.
60. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the club is liable to pay to the player the amounts which were outstanding under the contract at the moment of the termination, i.e. EUR 166,500.
61. In addition, 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 at the rate of 5% *p.a.* on the outstanding amounts as from their respective due dates until the date of effective payment.
62. 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.

63. 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.
64. 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.
65. 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 700,000 (i.e. the residual value of the salaries due in the period between January 2022 and June 2024 (EUR 640,000) and the incentive fee (EUR 60,000)) serves as the basis for the determination of the amount of compensation for breach of contract.
66. At this point, the members of the Chamber wished to clarify that any amounts linked to potential future qualifications to the Confederation Champions League cannot be taken into account for establishing the residual value of the contract, as said amounts are speculative.
67. What is more, the request that the costs of future flight tickets shall be taken into account for establishing the residual value of the contract shall also be rejected, as tickets were linked to the continuation of the contract. However, in line with its jurisprudence, the members of the Chamber decided to award the player the costs of one flight ticket from Country B to Country A, calculated by FIFA Travel on EUR 490.
68. 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.
69. In this respect, the members of the Chamber noted that the player, after the unilateral termination of the contract, had remained unemployed. As a result, no further mitigation or additional compensation shall be applied.

70. 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 700,000 to the player, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
71. 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 21 January 2022 until the date of effective payment.
72. Finally, in line with the request of the player, as well as the contents of the contract, which provides for net amounts, the Chamber decided that the club should be obliged to provide the player with the corresponding tax certificates concerning the payments made to the player during the seasons 2019/2020 and 2020/2021.

### **iii. Compliance with monetary decisions**

73. Finally, taking into account the applicable Regulations, the Chamber referred to art. 24 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.
74. 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.
75. Therefore, bearing in mind the above, the DRC decided that the club must pay the full amount due (including all applicable interest) to the player within 45 days of notification of the decision, failing which, at the request of the player, 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 club in accordance with art. 24 par. 2, 4, and 7 of the Regulations.
76. The club shall make full payment (including all applicable interest) to the bank account provided by the player in the Bank Account Registration Form, which is attached to the present decision.
77. 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. 24 par. 8 of the Regulations.

### **d. Costs**

78. 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.
79. 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.
80. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

#### IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, A, is partially accepted.
2. The Respondent, B, has to pay to the Claimant, the following amount:
  - EUR 166,500 as outstanding remuneration, plus 5% interest *p.a.* until the date of effective Payment as follows:
    - on the amount of EUR 86,500 as from 16 August 2021;
    - on the amount of EUR 20,000 as from 1 September 2021;
    - on the amount of EUR 20,000 as from 1 October 2021;
    - on the amount of EUR 20,000 as from 1 November 2021;
    - on the amount of EUR 20,000 as from 1 December 2021.
  - EUR 490 as reimbursement of the costs of a flight ticket;
  - EUR 700,000 as compensation for breach of contract without just cause, plus 5% interest *p.a.* as from 21 January 2022 until the date of effective payment.
3. The Respondent is ordered to provide the Claimant with the corresponding tax certificates concerning the payments made to the Claimant during the seasons 2019/2020 and 2020/2021.
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 art. 24 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 article 24 par. 7 and 8 and art. 25 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

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#### **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**

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